



European Motoring Assistance

# POLICY WORDING

[breakdowndirect.co.uk](http://breakdowndirect.co.uk)

## BREAKDOWN DIRECT EUROPEAN MOTORING ASSISTANCE COVER

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## Status

This policy is provided on behalf of Breakdown Solutions Ltd, trading as Breakdown Direct, which is authorised and regulated by the Financial Conduct Authority (FCA Number 308864). It is registered in England number: Company 4464321.

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA firm register number is 202664.

**You** can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

AXA Assistance (UK) Limited operates the 24-hour motoring assistance helpline.

This insurance is governed by the laws of England and Wales.

## Important information

This document sets out the terms and conditions of **your** cover and is valid for policies purchased from the 1st October 2013. The cover **you** hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to **you** separately in writing.

This is a **vehicle** based policy, which means that it is the **vehicle** (and seven people, including the driver) which are entitled to the level of cover shown below at the time of a **breakdown**. Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that **you** must follow so **you** are entitled to the cover.

This **breakdown** policy will have been sold to **you** on a non-advised basis. As with any insurance it cannot cover all situations, so it is important that **you** read it carefully to ensure that it meets all of **your** requirements.

## Cancellation

If you find that the cover provided under this policy does not meet **your** needs, please email Breakdown Direct at [info@breakdowndirect.co.uk](mailto:info@breakdowndirect.co.uk) within 14 days of receiving this document and we will cancel this policy, or **you** may also cancel it yourself in **your** online account. **You** will receive a refund of

**your** premium, less an administration fee of £10, as long as **you** have not made any claims and/or **your journey** has not already begun.

If **you** cancel the policy outside the 14-day period, **you** will not receive a refund or credit.

**We** may cancel this policy by giving **you** at least 14 days' written notice at **your** last-known email address if:

- **You** fail to pay the premiums;
- **You** refuse to allow **us** reasonable access to **your** property (**vehicle** and so on) to provide the services **you** have asked for under this policy or if **you** fail to co-operate with **our** representatives;
- **You** otherwise stop keeping to the terms and conditions of this policy in any significant way; or
- The cost of providing this policy becomes too high.

**We** may cancel this policy without giving **you** notice if, by law or other reason, **we** are prevented from providing it.

If **we** cancel the policy under this section, **we** will refund the premium paid for the remaining period of insurance, unless **you** have made any claims.

**We** may cancel this policy without giving **you** notice and without refunding your premium if **you**:

- Make or try to make a fraudulent claim under **your** policy;
- Are abusive or threatening towards **our** staff; or
- Repeatedly or seriously break the terms of this policy.

If **you** make a valid claim before the policy is cancelled, **we** will pay it before **we** cancel the policy.

## Meaning of words

Wherever the following words and phrases appear in bold in this document, they will always have the following meanings.

### We, us, our

Inter Partner Assistance SA and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

In the Data Protection Act section of this policy '**we**' also means Breakdown Direct.

### You, your, driver

The policyholder named on the schedule or any person driving an insured **vehicle**, and any passengers in the insured **vehicle**. (**We** will only help up to seven people, including the **driver**.)

### Vehicle(s)

**Vehicle** means the private car (including company and hire cars provided you have the owner's permission) or motorcycle insured under this policy, which is less than 11 years old and which is:

- no heavier than 3,500 kilograms;
- no longer than 5.1 metres;
- no higher than 1.95 metres; and
- no wider than 2.1 metres;

as shown on **your** policy schedule.

If the **vehicle you** are in breaks down while **you** are towing a caravan or trailer, **we** will recover the **vehicle** and the caravan or trailer, as long as the caravan or trailer is not more than:

- 8 metres long;
- 3 metres high; and
- 2.55 metres wide.

The **vehicle you** are travelling in must carry a serviceable spare tyre and wheel, and a key that will let us remove any wheel secured by wheel nuts for the **vehicle**, caravan or trailer. If the **vehicle** is not designed to carry a spare wheel and tyre, **you** must carry the manufacturer's provided alternative, e.g. aerosol repair kit.

### Your home/home

The address (in the UK) Breakdown Direct has recorded where **you** permanently live or where **you** keep **your vehicle**. **You** must have started out from **your home** on **your journey** for cover to apply.

### Breakdown

Not being able to use the **vehicle** because of:

- a mechanical breakdown;
- an accident (note accident recovery costs are limited to a maximum of £100 – **your** vehicle insurer may cover costs in excess of this);
- vandalism;

- a fire;
- a theft or an attempted theft;
- a flat tyre;
- a flat battery;
- it having no fuel; or
- putting the wrong fuel into it (cover is limited to Section A2).

### Territorial limits

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

For European breakdown cover this also includes Andorra, Austria, Belgium, Bulgaria, Croatia, Denmark, Finland, France, Germany, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Romania, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, the Vatican City, Malta, the Republic of Cyprus, and other islands that belong to these countries and that are in Europe.

### Period Of Cover

The period of time covered by this policy. This is shown on **your** policy schedule.

### Journey

A return trip between **your** home in the UK and a place abroad, within the territorial limits. **Your journey** must not be longer than number of days confirmed in **your** motoring assistance schedule. **You** must buy cover before **you** start **your journey** and for the entire period of **your** trip abroad.

### Luggage

Suitcases or other bags that contain personal belongings for **your journey**.

**The cover provided under each section is governed by the general conditions and general exclusions shown in sections B and C.**

## How to claim

To get UK emergency help, phone: **0800 389 5424**

**You** may have to pay a charge if **you** use a mobile phone to call this number.

If **you** need Breakdown Assistance in Europe, please call:

**00 44 1737 815224**

**You** should have the following information available.

- The **vehicle's** registration number;
- **Your** name, home postcode and contact details;
- **Your** policy number;
- The make, model and colour of the **vehicle**;
- The location of the **vehicle**;
- An idea of what the problem is;
- An SOS box number (if this applies).

**We** will take **your** details and ask **you** to stay by the phone. Once **we** have made all the arrangements, **we** will call **you** to advise who will be coming out to **you** and how long they are expected to take. **You** will then be asked to return to **your vehicle**.

## Safety

Please take reasonable care at all times but stay near **your vehicle** until **our** recovery operator arrives. Once **our** operator arrives at the scene, please listen to their safety advice. If the police are present, please tell them that **you** have contacted **us** or give them **our** phone number to call **us** for **you**.

### Help on motorways

If **you** break down on a European motorway or major road, generally **we** cannot help **you** and **you** will often need to get help using the SOS phones. The local services will tow **you** to a place of safety and **you** will have to pay for the service as soon as possible. **You** can then contact **us** if **you** need more help. **We** will pay up to €100 towards the costs, but **we** will only refund **claims** when **we** have received a valid invoice or receipt. **We** will pay **you** in line with the exchange rate on the date of the claim.

If **you** have broken down in a European country during a public holiday, many services will be closed. In these circumstances **you** must allow **us** time to help **you** and repair **your vehicle**. **We** will not be held legally responsible for any delays in **you** reaching **your** destination.

### Road Traffic Accidents (RTA)

This policy limits RTA recovery costs to a maximum of £100 – **your vehicle** insurer may cover costs in excess of this. As **you** are required to report RTAs to **your vehicle** insurer, **we** strongly recommend **you** contact them before **your journey** starts to get their advice on what to do if an accident happens during **your journey**.

**You** will only be able to claim the services **we** provide by contacting the emergency helpline number.

## Section A European breakdown

### A1 Before travel abroad starts

The benefits shown under section A4 below also apply in the UK, as long as **you** break down during **your journey**.

### A2 Help at the roadside and towing in Europe

#### What is covered

- If **your vehicle** breaks down, **we** will arrange and pay for a breakdown vehicle to come to where the **vehicle** is (for up to one hour) to try to get the **vehicle** working again.
- If **your vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange and pay for **your vehicle**, the **driver** and up to six passengers to be taken to a suitable local garage (normally within 15 miles) for it to be repaired. **You** must pay the costs of any repairs.
- After the theft or attempted theft of the **vehicle** or its contents, **we** will pay the costs of repairing the damage to **your vehicle** or pay for replacement parts up to £200, which are needed for emergency roadside repairs to make **your vehicle** secure.

#### What is not covered

- Any amounts for making the **vehicle** secure once **you** have returned to the UK.
- Sending **you home** if the **vehicle** can be repaired but **you** do not have enough money to cover the repair.
- Anything mentioned in the general exclusions. (Please see section B).

As a guideline, **we** recommend **you** take the following documents in case **you** need them by law in the countries in which **you** might break down.

- Photocard driving licence and supporting documents.
- Insurance documents.
- MOT certificate.
- Logbook (V5 registration document).
- If **you** do not own the **vehicle**, confirmation that **you** have the owner's permission to drive it.

The above is not a full list and is for guidance only.

## A3 Delivering replacement parts

#### What is covered

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

#### What is not covered

- The actual cost of replacement parts and any customs duty. **You** must pay us this using a credit card or debit card or any other payment method **we** agree is suitable.
- Any amount for getting parts, if the replacement parts can be bought locally.
- Anything mentioned in the general exclusions. (Please see section B.)

## A4 Not being able to use your vehicle

#### What is covered

If during **your journey** **your vehicle** breaks down and it is not safe to drive, and it will take at least eight hours to repair, or if it is stolen and not recovered within eight hours, **we** will arrange and pay for the most appropriate solution from one of the following options.

- **Option 1:** To move **you**, **your** passengers and **luggage** to where **you** were originally travelling to, and then, once **your vehicle** has been repaired, take **you** back to **your vehicle** or bring **your vehicle** to **you**.
- **Option 2:** The cost of hiring another car while **your vehicle** is being repaired. **We** will pay up to £70 a day and £750 in total, as long as **you** are able to meet the conditions of the hire-car company. or
- **Option 3:** **We** will pay for bed-and-breakfast costs of up to £40 for each person each day (£500 in total for everyone in **your** group) while **your vehicle** is being repaired, as long as **you** have already paid for **your** original accommodation and **you** can't get **your** money back.

#### What is not covered

- The cost of fuel or lubricants **you** use in the hire **vehicle**.
- Replacement parts.
- Any insurance **you** have to pay to the hire-car company.
- Anything mentioned in the general exclusions. (Please see section E.)

## A5

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

#### What is covered

- If, during the **journey**, the **driver** cannot drive because of an injury or illness, and there is no one else able or qualified to drive the **vehicle**, **we** will provide, and pay for, a driver to finish the **journey** or return the **vehicle** and passengers to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver** before **we** provide this benefit.

#### What is not covered

- Anything mentioned in the general exclusions. (Please see section B.)

## A6

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

#### What is covered

If after a **breakdown your vehicle** is still not repaired or safe to drive when it is time for **you** to go **home**, **we** will pay for suitable transport to get **you**, **your** passengers and **your** luggage to **your home**, and up to £150 towards other travel costs in the UK while **you** wait for **your own vehicle**. **We** will also pay storage charges (up to £100) while **your vehicle** is waiting to be repaired, collected or taken to the UK.

**We** will then choose the most appropriate solution from the following options.

- Take **your vehicle** to **your home** or **your** chosen repairer in the UK.
- Pay the cost of one rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for **you** to go to get **your vehicle** once it has been repaired.

#### What is not covered

- Any costs **you** would have paid anyway for travelling **home**.
- The costs of returning **your vehicle** to the UK if **we** believe that the cost of doing so would be greater than the market value of **your vehicle** in the UK, after the **breakdown**.
- The costs of returning **your vehicle** to the UK if repairs can be done locally and **you** are not willing to allow this to happen.
- Anything mentioned in the general exclusions. (Please see section B.)

## General notes

### Uninsured services

**We** can provide help for faults that are not covered under this insurance policy. All costs must be paid for as soon as possible by credit or debit card.

## Section B

### General exclusions that apply to all parts of this policy

**We** will not cover the following.

1. The cost of fuel or any spare parts needed to get the **vehicle** working again, or any costs that arise from not being able to get replacement parts. **You** will be responsible for the cost of draining or removing contaminated fuel.
2. The cost of paintwork and other cosmetic items.
3. Labour costs for more than one hour of roadside help.
4. Any **breakdown** or recovery outside the **period of cover**.
5. The cost (and guaranteeing the quality) of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.
6. Any costs for **vehicles**, which have not been maintained and used in line with the manufacturer's recommendations.
7. Any call-out or recovery costs in the UK after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. **You** will have to pay, by credit or debit card, any fees to store or release the **vehicle**.
8. More than £100 of recovery costs after a road traffic accident.
9. Any toll or ferry fees the **driver** or the driver of the recovery vehicle has to pay.
10. Help or recovery if the **vehicle** is partly or completely buried in snow, mud, sand or water.
11. Damage or costs that arise from **us** trying to get into the **vehicle** after **you** have asked for help.
12. Losses of any kind that come 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.)
13. Loss or damage to personal possessions **you** leave in **your vehicle**.
14. Moving animals. **We** will decide whether or not to move any animal from the **vehicle**, and if **we** agree to do this, it will be completely at **your** own risk and cost.

15. Any costs for **vehicles** that have broken down or were not safe to drive when cover was taken out.
16. The costs of getting a spare wheel or tyre for a roadside repair if the **vehicle** does not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the **driver** is not able to provide a key to do this.
17. The recovery of the **vehicle** and passengers if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If recovery takes place **we** will only recover to one address in respect of any one **breakdown**.
18. Any costs if the **vehicle** has been altered for, or is taking part in, racing, trials or rallying.
19. Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
20. Recovering the **vehicle** when it is carrying more than a **driver** and the recommended number of passengers according to the manufacturer's specifications, if there is more weight in the **vehicle** than it was designed to carry or **you** are driving on unsuitable ground. The maximum number of occupants this policy will cover is six plus the driver.
21. Any request for service where **you** have not taken remedial action within two working days after a previous **breakdown** or temporary repair.
22. Recovery or help if the **vehicle** is heavier than 3,500 kilograms, longer than 5.1 metres, higher than 1.95 metres or wider than 2.1 metres.
23. Recovery or help if **you** are hiring the **vehicle** out to carry people in return for money, unless **we** have agreed this with **you** in writing.
24. **Vehicles** that have faults with electric windows, sunroofs, wipers, heaters, de-misters or locks not working, unless the fault happens during the course of a **journey** and this affects **your** safety.
25. Recovery or help if the **vehicle** is being used to carry commercial goods unless **we** have agreed this with **you** in writing.
26. Any claim that comes from:
  - any person driving the **vehicle**, if **you** know they do not have a valid driving licence; or
  - any person driving the **vehicle**, if they are not authorised by **you** to drive the **vehicle** or are not keeping to the conditions of their driving licence.
27. Any claim that comes from a poor-quality repair or a repair that has been attempted without **our** permission during the same trip.
28. Loss or damage caused by war, revolution or any similar event.
29. Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which is outside **our** reasonable control, such as severe weather conditions.
30. Mobile phone, phone call and postage costs are not covered under **your** policy in any circumstances.
31. If **you** put the wrong fuel in **your** car, **you** will be entitled to recovery only as shown in section A2.
32. Any costs relating to the caravan or trailer if the caravan or trailer is not attached to the **vehicle** at the time of the **breakdown**.

## Section C

### General conditions applying to all parts of this policy

1. The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence or tax disc on display. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. It must be less than 11 years old since first registration.
2. **You** must buy cover before **you** start **your journey** and for the entire period of **your** trip abroad.
3. If **we** ask, **you** must provide proof of outbound and inbound travel dates.
4. If **we** arrange for temporary roadside repairs to be carried out after damage to the **vehicle**, or **we** take the **vehicle** to the place **you** have chosen, **we** will not be legally responsible for any more help in the same incident.
5. **We** have the right to refuse to provide a service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate help or if **you** or they are abusive to **our** rescue controllers or **our** recovery operators.
6. If **your vehicle** has a breakdown **you** must contact **us** without delay using the emergency phone number provided. **We** may not pay **you** any benefit unless **you** do this. **You** must not try to contact any agent or repairer direct (Note: On European Motorways **you** must use the emergency roadside phones and the police will send assistance to **your** location).
7. **You** are responsible for keeping the **vehicle** and its contents safe, unless **you** are not able to or **you** have an arrangement with **us** or **our** agent. **You** must be with the **vehicle** at the time **we** say **we** expect to be there.

8. **You** must quote **your** policy number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
9. **You** will have to pay the cost of moving the **vehicle** or a repair vehicle coming out to **you** if, after asking for help which **you** are entitled to, the **vehicle** is moved or repaired in any other way, or **you** have provided location details which are incorrect. The payment must be by credit or debit card.
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. **You** are responsible for ensuring the quality of any repair.
11. If **we** pay a claim under any cover provided by this insurance, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
12. The **vehicle** must carry a serviceable spare tyre and wheel for the **vehicle** and any caravan or trailer attached to the **vehicle**. This condition does not apply if the **vehicle** is not designed to carry a spare wheel. If the **vehicle** is not designed to carry a spare wheel, **you** will need to carry the appropriate aerosol repair kit.
13. **We** have the right to choose a suitable garage that can carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the time limits **we** have given. **You** must make the payment by credit or debit card.
14. If **you** agree to a temporary roadside repair, **you** will be responsible for any costs or any damage to the **vehicle** it suffers if **you** continue to drive the **vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is aimed only to allow **you** to drive the **vehicle** to a suitable facility so a permanent repair can be carried out.
15. If the **vehicle** needs to be taken to a garage after a **breakdown**, the **vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees by credit or debit card.
16. **You** will have to pay, by credit or debit card, for any parts or other products used to repair the **vehicle**.
17. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
18. If **you** are covered for **breakdown** by any other insurance policy or warranty, **you** must tell **us**.

19. If **you** are not willing to accept **our** decision or **our** agent's decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown** and **you** will be responsible for any other costs due in recovering and repairing **your vehicle**.
20. **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 the same size as **yours**, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. **You** must meet the conditions of a hire-car company to hire a vehicle.
21. This insurance contract is between **you** and **us**. Any person or company who is not involved in this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that act.

## Our promise

**We** want to give **you** the best possible service. If **you** are not happy with **our** service, the procedure below explains what **you** should do.

## Complaints procedure

**Your** first point of contact should be: Customer Service Manager, Breakdown Direct at

[csm@breakdowndirect.co.uk](mailto:csm@breakdowndirect.co.uk)

or

**You** can write to the Quality Manager at:

Quality Manager, Inter Partner Assistance SA,  
The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, UK.  
Or, **you** can phone 01737 815023.

If it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR, UK.

Or **you** can phone 0800 023 4567.

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at [www.fscs.org.uk](http://www.fscs.org.uk).

## Data Protection Act

We will keep details of **you**, **your breakdown** cover and claims to help **us** deal with **your** claims and prevent and detect fraud, money laundering or similar activity. **We** will use this information in line with the Data Protection Act 1998.

If **you** pay **us** a fee, **you** can ask for a copy of the information **we** hold about **you**. To ask for this, please write to:

Data Protection Officer  
Inter Partner Assistance SA  
The Quadrangle, 106-118 Station Road  
Redhill, Surrey, UK  
RH1 1PR.

Please let us know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever reveal it to another person if:

- **you** give us permission;
- **we** need to contact **you** about other products or services;
- the law says **we** have to reveal it; or
- **we** need to provide it to **our** agents so they can provide services to **you**.

**We** may monitor and record phone calls to help maintain **our** quality standards and for security purposes.



*Brought to you by*

**Breakdown Solutions Ltd.**

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Surrey SM5 3LY. Reg. 4464321**