



POLICY WORDING

Breakdown Direct.co.uk

WELCOME TO BREAKDOWN DIRECT	This Page
WHAT TO DO IF YOU BREAKDOWN	This Page
BREAKDOWN DIRECT MOTORING ASSISTANCE COVER	Page 1
BREAKDOWN DIRECT IN THE UK	Page 2
SECTION A - <i>ROADSIDE ASSISTANCE IN THE UK AND LOCAL RECOVERY</i>	Page 2
SECTION B - <i>NATIONWIDE RECOVERY IN THE UK</i>	Page 2
SECTION C - <i>AT HOME</i>	Page 2
BREAKDOWN DIRECT IN EUROPE	Page 2
SECTION D - <i>EUROPEAN COVER</i>	Page 3
SECTION E - <i>GENERAL EXCLUSIONS APPLYING TO ALL PARTS OF THIS POLICY</i>	Page 4
SECTION F - <i>GENERAL CONDITIONS APPLYING TO ALL PARTS OF THIS POLICY</i>	Page 4
OUR PROMISE OF SERVICE	Page 5
DATA PROTECTION ACT	Page 5

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, 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. 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.

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

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.



Brought to you by Breakdown Solutions Ltd.
5 Warnham Court Road, Carshalton Beeches, Surrey SM5 3LY. Reg. 4464321