

PETER JAMES INSURANCE



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Motor Insurance Additional Cover

**Please read this insurance document carefully
to make sure it meets your needs.**

Keep this insurance document in a safe place..

Arranged by
Peter James Insurance

This is **Your** Motor Insurance Additional Cover Document. Read this booklet and the **Schedule** carefully and keep them in a safe place.

If **You** have any questions about any of **Your** additional cover, contact Peter James Insurance.

If the motor insurance and these additional cover benefits do not meet **Your** requirements, please return all the documents to us within 14 days of receipt.

We will return any premium paid less a pro-rata charge for the number of days for which cover has been given.

If **You** wish to cancel after 14 days, the cancellation terms in **Your** motor insurance booklet apply for both the motor insurance and the additional cover benefits.

Unless **We** have agreed otherwise with **You** English law governs these insurances

Our promise to you

We aim to provide a first-class service.

If you have any cause to complain, or you feel that we have not kept our promise, please write to our Joint Managing Director at Peter James Insurance. You will receive acknowledgement on receipt of your letter, with details of who will be dealing with your complaint.

If your complaint is about your insurance or your insurer, write to the Chief Executive of the insurer named in your schedule against the relevant section. (Peter James Insurance can supply the relevant address on request.) When you do this please quote your insurance document number as it will help us to deal with your complaint promptly.

If your complaint is about Peter James Insurance our aim is to resolve all complaints within eight weeks of receipt.

If your complaint is about your insurance or your insurer they will acknowledge your complaint and advise their complaints handling procedure.

If your insurance is at Lloyd's and you are still not satisfied with the way your complaint has been dealt with, you may ask the Policyholder and Market Assistance department at Lloyd's to review your case.

The address is: Policyholder and Market Assistance department, Lloyd's Market Services, One Lime Street, London EC3M 7HA,

Tel: 020 7327 5693, Fax: 020 7327 5225, Email: Complaints@Lloyds.com

If you are not satisfied you may be able to refer your complaint, at any time, to:

Financial Ombudsman Service

South Quay Plaza,

183 Marsh Wall,

London, E14 9SR.

Phone 0845 080 1800

These actions do not affect your rights to take legal action if necessary.

Motor Insurance Additional Cover

This Document is a legally binding contract of Insurance between **You** (the Insured) and **Us** (the Insurer). The contract does not give, or intend to give, rights to anyone else. No one else has the rights to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission. The contract is based on the information **You** supplied in **Your** signed proposal form or statement of insurance. **We** have agreed to insure **You** under the terms, conditions and exceptions contained in this document or in any **Endorsement** applying to this document. The insurance provided by this document covers loss, damage or injury that occurs during any period of insurance for which **You** have paid, or agreed to pay the premium.

If the Insurer shown on **Your Schedule** is an underwriter at Lloyd's then the written authority carrying the seal of Lloyd's Policy Signing Office allows **Your** broker to sign and issue this document on behalf of the underwriters whose syndicate numbers are given in the authority. The number of the written authority is shown on the **Schedule**. If the insurance is provided by certain underwriters at Lloyd's, each underwriter is only liable for their own share of the risk and not for each other's share. **You** can ask for the names of the underwriters and the share of the risk each has taken on.

Signed for and on behalf of the Insurers



By Peter James
Joint Managing Director
Peter James Insurance

Peter James Insurance is the trading name of Peter D. James Limited.

The booklet, the **Schedule** and any **Endorsement** applying to **Your** insurance form **Your** Motor Insurance Additional Cover Document.

Different Insurers provide the benefits under the different sections of this document. Details of the Insurers and their telephone numbers are shown on the Schedule. Peter James Insurance will provide contact addresses on request.

Peter James Insurance are authorised and regulated by The Financial Conduct Authority. The Financial Conduct Authority can be contacted on 0800 111 6768 or their website, which includes a register of all regulated firms, can be visited at www.fca.org.uk/register.

Peter D. James Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS website (www.fscs.org.uk).

Telephone calls

Telephone calls may be monitored or recorded for your protection.

Data protection notice

It is a condition of this insurance that you read and accept the terms in this data protection notice. You should show this notice to anyone the insurance relates to.

This notice explains how we may use your details and tells you about the systems and registers we (and others) have in place to detect and prevent fraud. You must tell us about any incident (such as an accident, fire or theft), whether or not a claim will arise. When you tell us about an incident, we will pass information about it to the relevant agencies. We may search the databases held by those agencies when you apply for insurance or make a claim.

All phone calls you make to us about applications and claims may be recorded and the recordings may be used to prevent fraud, for training and for quality-control purposes.

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Bureau (MIB). The DVLA and DVLI may use information from the MID for Electronic Vehicle Licensing, and the Police may search the database to find out who is insured to drive a vehicle and to prevent and detect crime. If you are involved in an accident (in the UK or abroad), other UK insurers and the Motor Insurers Bureau may search the MID.

People with a valid claim after a road traffic accident (including people living in other countries) may also get relevant information which is held on the MID.

You can find out more about this from us or by visiting www.askmid.com.

You should show this notice to anyone insured to drive the vehicle insured under this policy.

Preventing and detecting fraud and claims history

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd), the Hunter Database, run by Experian, and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. We may search these registers when we deal with your request for insurance. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to, but including, Electronic Licensing, Continuous Insurance Enforcement, law enforcement (prevention, detection, apprehension and or prosecution of offenders), the provision of government services and or other services aimed at reducing the level and incidence of uninsured driving. If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at www.askmid.com. You should show this notice to anyone insured to drive the vehicle covered under the policy.

General Definitions

Certain words have special meanings that apply wherever they appear in this Document or **Your Schedule**. To help **You** identify these words they always appear in bold italic type in the Document.

These words and their meanings are shown below. More words and their meanings are shown at the beginning of other sections of this Document. For those words the meaning only applies within that section.

Endorsement

A change in the terms of this insurance which replaces the standard insurance wording.

Insured vehicle

The vehicle specified in the current certificate of motor insurance issued by Peter James Insurance. It also includes any trailer or caravan attached to this vehicle.

Period of insurance

The period for which **We** have agreed to cover **You** and for which **You** have paid or agreed to pay the premium.

Schedule

The latest **Schedule** issued by **Us** as part of **Your** Insurance Document.

We, our, us

The Insurer named in the **Schedule**.

You, Your

The person or persons named as the Insured in the **Schedule**.

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Please note **Your** insurance has several sections. Please check **Your Schedule** to see which are in force.

Section One - Legal Protection

After a motor accident.

If **You** are involved in a motor accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Make sure this information is entered on the motor accident report form supplied by Peter James Insurance.

In situations where the accident is not **Your** fault Peter James Insurance will pass the information to **Us**. Alternatively **You** can contact **Us** on the telephone number shown on **your documents**.

Replacement Vehicle Hire

If the accident was entirely the other person's fault, and the **Insured Vehicle**:

- Cannot be driven; AND
- Is the only vehicle **You** have available for use;

We can usually arrange for **You** to have a replacement hire vehicle until the **Insured Vehicle** can be repaired.

How We help if You have uninsured losses

Once **We** have accepted **Your** claim, **We** aim to recover **Your** uninsured losses from the other person who caused the accident. Uninsured losses could include the cost of repairing or replacing the **Insured Vehicle**, **Your** motor insurance excess, compensation following injury or other out-of-pocket expenses.

We normally recover **Your** uninsured losses through **Our** Motor Claims Centre but sometimes **We** use appointed lawyers. Claims outside the United Kingdom may be dealt with by other appointed offices elsewhere in Europe.

For claims over £300 where the driver at fault cannot be traced or does not have valid motor insurance **We** will notify the Motor Insurers' Bureau which may be able to help.

When We cannot help

We will not be able to help **You** if **We** think there is little chance of recovering **Your** uninsured losses. Please do not ask for help from a lawyer or hire a vehicle before **We** have agreed. If **You** do, **We** will not pay the costs involved.

Telephone calls

To help check and improve **Our** service telephone calls may be recorded.

DEFINITIONS APPLICABLE TO LEGAL PROTECTION

Appointed Lawyer

The lawyer, or other suitably qualified person, who has been appointed to act for an **Insured Person** under Condition 2 of this section.

Insured Incident

An event which:

- Leads to the prosecution of an **Insured Person** for an offence connected with the use or driving of the **Insured Vehicle**
- Causes damage to the **Insured Vehicle** or to personal property in it; OR
- Injures or kills an **Insured Person** whilst he or she is in or on the **Insured Vehicle**

For a claim for **Vehicle Hire Costs**, an accident involving a collision between the **Insured Vehicle** and another vehicle, as long as:

- The **Insured Vehicle** cannot be driven; AND
- The accident was entirely the other person's fault.

Insured Person

You, and any passenger or driver who is in or on the **Insured Vehicle** with **Your** permission. Anyone claiming under this section must have **Your** permission to do so.

Legal Costs

- All reasonable and necessary costs charged by the **Appointed Lawyer** on a standard basis or in accordance with the Predictable Costs scheme if this is appropriate.
- All costs incurred by opponents in civil cases if an **Insured Person** has to pay them, or pays them with **Our** consent.

Vehicle Hire Costs

The cost of hiring a replacement vehicle for one continuous period.

Territorial Limit

For **Legal Costs**:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For Vehicle Hire Costs:

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

What is covered.

- 1 **We** will negotiate to recover an **Insured Person's** uninsured losses and costs and will help in appealing or defending an appeal. If an **Appointed Lawyer** is used, **We** will pay the **Legal Costs** for this. **We** will also pay **Vehicle Hire Costs** as long as **We** have agreed to them first.
- 2 **We** will pay the **Legal Costs** to defend the prosecution. **We** will also pay the **Legal Costs** to appeal, or defend an appeal, against the judgement or penalty, provided that the **Insured Person** tells **Us** that he or she wants to appeal within the time limits allowed.

The most **We** will pay for all claims that arise from the same **Insured Incident** is £100,000 provided:

- the **Insured Incident** happens during the period of insurance and within the **territorial limit**; and
- any legal proceedings will be dealt with by a court or other body which **We** agree to in the **territorial limit**; and
- in civil claims it is always more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy **We** have agreed to) or make a successful defence.

What is not covered.

- 1 Any legal proceedings that are dealt with by a court or other body unless such proceedings are agreed to by **Us** and take place within the **Territorial Limit**.
- 2 Any claim where the **Insured Person** has failed to notify us of the **Insured Incident** within a reasonable time of it happening and where this failure adversely affects the prospects of successfully recovering damages (or getting any other remedy that **We** have agreed to) or of making a successful defence.
- 3 Any **Legal Costs** or **Vehicle Hire Costs** that are incurred before **We** agree to pay them.
- 4 Any claim relating to a contract involving the **Insured Vehicle**.
- 5 The **Insured Vehicle** being used or driven by anyone who does not have valid motor insurance.
- 6 Any disagreement with **Us** that is not in Condition 7.
- 7 Any legal action an **Insured Person** takes which **We** or the **Appointed Lawyer** have not agreed to or where the **Insured Person** does anything that hinders the **Appointed Lawyer** or **Us**.
- 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 claim caused by, contributed to by or arising from:
 - a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; OR
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; OR
 - c) War, invasion, foreign enemy hostilities (whether war is 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; OR
 - e) Acts of terrorism as defined in the Terrorism Act 2000.
- 10 **Vehicle Hire Costs** if an **Insured Person** is claiming against a person who does not have valid motor insurance or cannot be identified or traced; OR when an **Insured Person** makes his or her own arrangements for vehicle hire after an **Insured Incident**.
- 11 Any claim of less than £300 where the driver at fault cannot be traced or does not have valid motor insurance.
- 12 Defence of the **Insured Person's** legal rights against prosecution for:-
 - a) Parking or Obstruction offences; OR
 - b) The driving of the **Insured Vehicle** by the **Insured Person** if the **Insured Person** does not have valid motor insurance; OR
 - c) Any offence which suggests dishonesty by the **Insured Person**.
- 13 Fines, penalties, compensation or damages that the **Insured Person** is ordered to pay by a court or other authority.
- 14 Any appeal or defence of an appeal where **We** do not agree that it is likely that an **Insured Person** will succeed.

Conditions

- 1 An **Insured Person** must:
 - a) Keep to the terms and conditions of this insurance.
 - b) Take reasonable steps to keep any amount **We** have to pay as low as possible.
 - c) Try to prevent anything happening that may cause a claim.
 - d) Send everything **We** ask for, in writing.
 - e) Give **Us** full details 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 an **Insured Person**, any claim or legal proceedings at any time before an **Appointed Lawyer** is appointed. **We** can negotiate any claim on behalf of an **Insured Person**.
- b) An **Insured Person** is free to choose an **Appointed Lawyer** (by sending **Us** a suitably qualified person's name and address) if:
 - (i) **We** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interest of an **Insured Person** in those proceedings; or
 - (ii) there is a conflict of interest.
- c) In all circumstances except those in 2(b) above, we are free to choose an **Appointed Lawyer**. Before an **Insured Person** chooses a lawyer, **We** can appoint an **Appointed Lawyer**.
- d) An **Appointed Lawyer** will be appointed by **Us** to represent an **Insured Person** according to **Our** standard terms of appointment, which may include a "no-win, no-fee agreement. The **Appointed Lawyer** must co-operate fully with **Us** at all times.
- e) **We** will have direct contact with the **Appointed Lawyer**.
- f) An **Insured Person** must co-operate fully with **Us** and with the **Appointed Lawyer** and must keep **Us** up to date with the progress of the claim.
- g) An **Insured Person** must give the **Appointed Lawyer** any instruction that **We** ask for.
- 3 a) An **Insured Person** must tell **Us** if anyone offers to settle a claim.
- b) If an **Insured Person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Legal Costs**.
- c) An **Insured Person** must not negotiate or agree to settle a claim without **Our** approval.
- d) **We** may decide to pay the **Insured Person** the amount of damages that the **Insured Person** is claiming instead of starting or continuing legal proceedings.
- 4 a) If **We** ask, an **Insured Person** must tell the **Appointed Lawyer** to have **Legal Costs** taxed, assessed or audited.
- b) An **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 an **Appointed Lawyer** refuses to continue acting for an **Insured Person** with good reason, or if an **Insured Person** dismisses an **Appointed Lawyer** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Lawyer**.
- 6 If an **Insured Person** stops a claim without **Our** agreement, or does not give suitable instructions to an **Appointed Lawyer**, the cover **We** provide will end at once.
- 7 If there is a disagreement about the way **We** handle a claim that is not resolved through our internal complaints procedure the **Insured Person** can contact the Financial Ombudsman Service for help.
- 8 **We** can cancel this insurance at any time as long as **We** tell you at least 14 days beforehand.
- 9 **We** will not pay any claim covered under any other insurance, or any claim that would have been covered by any other insurance if this insurance did not exist.
- 10 The following conditions apply to any claim for **Vehicle Hire Costs**.
 - a) An **Insured Person** must agree to **Our** trying to recover any **Vehicle Hire Costs** in his or her name and any costs recovered must be paid to **Us**.
 - b) **We** will choose the vehicle hire company and the type of vehicle to be hired.
 - c) **We** will decide how long a vehicle can be hired for.
 - d) An **Insured Person** must meet the age and licensing rules of the vehicle hire company **We** choose and must follow any conditions of hire.
- 11 This policy will be governed by English law.

Section Two - Breakdown and Accident Emergency Assistance

(Please refer to **Your Schedule** to see if this section is in force)

In the event of:

- A **Breakdown**; OR
- An **Accident**; OR
- The only available driver being incapacitated, anywhere in the United Kingdom or Europe, but within the **Territorial Limits**, **You** can telephone the emergency telephone number on **Your documents** for assistance.

You should have the following information available:

- **Insured Person's** full name and address
- Policy number on **Your** certificate of insurance.
- Registration number of the **Insured Vehicle**
- Make, model and colour of the **Insured Vehicle**
- Nature of the **Breakdown** or problem
- The precise location of the **Insured Vehicle**

If **You** are abroad **You** should also supply:

- The full address and telephone number where **You** are staying
- Dates of travel abroad.
- Details of any International Motor Insurance documents issued by Peter James Insurance.

Unless **You** arrange with **Us** on the telephone **You** must be with the **Insured Vehicle** at the estimated time that **We** advise assistance can be expected.

Emergency message service.

The emergency assistance telephone operator will forward a message to a member of **Your** family, friend or work colleague if **You** would like them to do so.

On many European motorways or Autoroutes, particularly in France, the Police answer the emergency telephones. They will arrange for a recovery vehicle to tow **You** off the motorway either to a local garage or a motorway service station.

Once **You** have been towed to a place of safety call the emergency assistance telephone number on **Your Schedule** and the recovery agent may accept **Our** guarantee of payment.

You may be required to pay for this service immediately in which case obtain and keep a receipt.

We will then be able to arrange any other assistance **You** require.

Only by calling the emergency assistance telephone number will **You** be able to claim for the services provided.

Definitions applicable to Breakdown and Accident Emergency Assistance.

Breakdown

- 1 Mechanical or electrical failure; OR
- 2 A road accident, or damage caused by vandalism, fire, theft or attempted theft; that renders the **Insured Vehicle** immobile or unroadworthy

Home

The address last notified to Peter James Insurance as **Your** permanent residence or place where the **Insured Vehicle** is normally kept.

Insured Persons

You, and any passenger or driver who is in the vehicle with **Your** permission at the time of the **Breakdown** (maximum 7 people including the driver).

Territorial Limit A - U.K.

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, Jersey and Guernsey.

Territorial Limit B - Elsewhere

Any member country of the European Union, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.

Trip

The journey planned between **Your Home** in the U.K. and **Your** intended destination abroad in **Territorial Limit B - Elsewhere** and return.

What is covered

Breakdown within U.K.

1 Emergency Roadside Repairs

Following the **Breakdown** of the **Insured Vehicle**;

- a) Within the **Territorial Limit A - U.K.**; AND
- b) At least one mile from **Your Home** or where the **Insured Vehicle** is usually kept;

We will pay the call out charge and up to one hour's labour costs for one of **Our** vehicle rescue operators to attend the scene of the **Breakdown** and where possible carry out emergency repairs.

2 Vehicle Recovery

If the **Insured Vehicle** cannot be repaired at the scene of the **Breakdown** within one hour, **We** will pay for the **Insured Vehicle** together with the **Insured Person** and up to six passengers to be taken:

- To a suitable garage, normally within 15 miles, to be repaired at **Your** cost, OR,
- If the **Insured Person** wishes, to the **Home** address.

3 Getting **You** to **Your** destination.

a) If the **Insured Vehicle** cannot be repaired on the same day as the **Breakdown**, **We** will decide the best way of providing help and **We** will pay:

- i) The cost of transporting the **Insured Vehicle** and/or **Insured Person** to:
 - **Your** intended destination within the **Territorial Limit**; OR
 - **Home**; and to take the **Insured Vehicle** to a garage of **Your** choice within 15 miles during one complete journey; OR
 - ii) An **Insured Person's** overnight hotel accommodation costs of up to £50 per person provided that the most **We** will pay for all claims arising from one **Breakdown** is £250; OR
 - iii) The cost of a hire vehicle up to 1100cc, arranged by **Us** for a hire period up to 24 hours. **You** will be responsible for the return of the hire vehicle and collection of the repaired **Insured Vehicle**.
- b) If, during the journey, the **Insured Person** suffers accidental bodily injury or illness which prevents him or her from driving and there is no one else able or qualified to drive the **Insured Vehicle**, **We** will provide, and pay for, a driver to complete the journey or return the **Insured Vehicle** and passengers to **Your** intended destination.

Breakdown elsewhere.

4 Emergency Roadside Repairs

Following the **Breakdown** of the **Insured Vehicle**;

- a) Within the **Territorial Limit B - Elsewhere**; OR
- b) Between **Your Home** and the port of departure in the United Kingdom immediately prior to or after a planned **Trip** to a country outside the United Kingdom; AND
- c) At least one mile from **Your Home**, **We** will pay the call out charge and labour costs for a vehicle rescue operator to attend the scene of the **Breakdown** and where possible carry out emergency repairs.

5 Vehicle Recovery

If the **Insured Vehicle** cannot be repaired at the scene of the **Breakdown** **We** will arrange for the **Insured Vehicle** together with the **Insured Person** and up to six passengers to be taken to a suitable garage for it to be repaired at **Your** cost.

The maximum amount We will pay in respect of 4 Emergency Roadside Repairs and 5 Vehicle Recovery is £250 per Trip.

6 Theft Damage

If the **Insured Vehicle** is damaged as a result of theft or attempted theft of the **Insured Vehicle** or its contents **We** will pay up to £100 per **Trip** towards the labour costs of making the **Insured Vehicle** secure.

7 Spare parts

We will pay the costs incurred in locating and despatching the parts necessary to repair the **Insured Vehicle**

8 Getting **You** to **Your** destination

If the **Insured Vehicle** cannot be repaired locally or within eight hours or is stolen and not recovered, **We** will decide the best way to provide help and **We** will pay the cost of:

- a) i) Transporting the **Insured Person** and up to six passengers and their personal effects to **Your** intended destination. AND
ii) Returning the **Insured Person** to the repairer's premises to collect the repaired **Insured Vehicle**; or the delivery of the **Insured Vehicle** to **Your** planned destination following repairs if **You** are unable to collect it; OR
- b) A hire vehicle during the period for which the **Insured Vehicle** is immobilised pending local repairs. The maximum amount **We** will pay is £70 per day and £750 in total; OR
- c) Hotel accommodation for the **Insured Person** and up to six passengers (limited to bed and breakfast only) whilst awaiting completion of repairs to the **Insured Vehicle**. The maximum amount **We** will pay is £30 per person per day and up to five days in total providing your planned accommodation has been pre-paid and cannot be recovered; OR
- d) A hire vehicle in the United Kingdom pending the return of the **Insured Vehicle** to the United Kingdom following a **Breakdown**. Subject to the **Insured Vehicle** being repatriated no less than 24 hours after the date of **Your** return. The maximum amount **We** will pay is £150.

9 Repatriation of the **Insured Vehicle**

If the **Insured Vehicle**:

- a) Cannot be repaired locally to the **Breakdown** or the repairs cannot be completed locally before the date fixed for **Your** return to **Your Home** in the United Kingdom; OR
- b) Having been stolen is recovered after **Your** return to **Your Home** in the United Kingdom;

We will arrange and pay for:

- The return of the **Insured Vehicle** to **Your Home** or nominated repairer in the United Kingdom; OR
- The cost of a single ticket by rail and/or sea (or by air if the journey by train and/or sea exceeds 12 hours) for the **Insured Person** (or a driver nominated and appointed by **You**) to return from the United Kingdom to the place of the **Breakdown** or storage in order to drive the **Insured Vehicle** to **Your Home** in the United Kingdom.

10 Storage of the **Insured Vehicle**

We will pay up to £100 storage charges incurred for the **Insured Vehicle** whilst awaiting its repair, repatriation or legal abandonment.

11 Getting **You Home**:

- a) If the **Insured Vehicle**:
 - i) Cannot be repaired by the date of **Your** return to **Your Home** in the United Kingdom; OR

- ii) Is stolen and not recovered before the date of **Your** planned return to **Your Home**:
We will pay for the **Insured Person** and up to six passengers to return to the United Kingdom.
- b) If, during the **Trip**, the **Insured Person** suffers accidental bodily injury or illness which prevents him or her from driving and there is no one else able or qualified to drive the **Insured Vehicle**, **We** will provide, and pay for, a driver to complete the trip or return the **Insured Vehicle** to **Your** intended destination.

What is not covered

These exclusions apply to all insured events (1-11).

- 1 The cost of:
 - a) Spare or replacement parts, fluids or fuel or any other materials used in repairing the **Insured Vehicle**; OR
 - b) Any repairs carried out other than those carried out at a scene of a **Breakdown** or a claim payable under insured event 6 - Theft damage; OR
 - c) Obtaining a spare wheel or roadside repairs where the spare wheel carried by the **Insured Vehicle** is not legal and serviceable; OR
 - d) Replacing broken windows or keys or finding missing keys; OR
 - e) Damage caused as a direct result of gaining access to the **Insured Vehicle** following **Your** request for assistance; OR
 - f) Ferry crossings, parking charges, fines or toll charges other than a claim paid for repatriation of the **Insured Vehicle** under insured event 9a); OR
 - g) Ferry crossings or toll charges incurred by the driver of the recovery vehicle; OR
 - h) Recovery of the **Insured Vehicle** if it is partly or completely buried in mud, snow, sand or water; OR
 - i) Recovery of a trailer or caravan on tow unless it is less than 7.6 metres (25 feet) in length.
- 2 The **Breakdown** of the **Insured Vehicle**:
 - a) If it has knowingly been driven in an unsafe or unroadworthy condition; OR
 - b) Which has resulted from the lack of oil, fuel or water; OR
 - c) Which occurs if the **Insured Vehicle** has been modified for, or is being used for, motor racing, trials or rallying or for hire or reward; OR
 - d) Where the **Insured Vehicle** is being used unreasonably on unsuitable terrain; OR
 - e) Where the **Insured Vehicle** is carrying more occupants or a greater weight than the manufacturers specified maximum.
- 3 **Breakdown** assistance or recovery where the **Insured Vehicle**:
 - a) Exceeds 3,500 kilograms gross vehicle weight or 6 metres (20 feet) in length; OR
 - b) Is considered to be dangerous or illegal to repair or transport.
- 4 The cost or the quality of repairs when the **Insured Vehicle** is repaired in a garage.
- 5 More than six claims for **Breakdown** recovery in any one period of insurance, nor more than two claims in any one period of insurance which arise from a common identified fault.
- 6 More than £3000 in respect of any claim, or series of claims, under insured events 4-11 arising during the same **Trip**.
- 7 Any amount under Insured Event 7 where spare parts:
 - a) Cannot be obtained locally; OR
 - b) Are not commercially available; OR
 - c) Cannot be exported to the country where the **Insured Vehicle** is located.
- 8 More than the cost for legal abandonment and any Customs Duty imposed if the estimated repatriation cost exceeds the market value of the **Insured Vehicle** in the United Kingdom.
- 9 Any costs:
 - a) Incurred before **You** have notified **Us** of the **Breakdown**; OR

- b) Which would have been incurred had no claim arisen; OR
 - c) Covered under any other insurance or under the service provided by a motoring organisation, or which would have been covered if this insurance did not exist; OR
 - d) Arising from an **Insured Person's** failure to comply with **Our** instructions or the vehicle rescue operator's instructions in respect of the service being provided.
- 10 Any claim:
- a) Arising from the driving of the **Insured Vehicle** with **Your** permission by anyone (including **You**):
 - i) Who **You** know is disqualified from driving, or has never held a licence to drive the **Insured Vehicle**, or is prevented by law from having a licence; OR
 - ii) Who is not complying with the conditions of the licence held; OR
 - b) Arising from an inadequate or attempted repair carried out during the course of the same **Trip** unless **We** had approved the repair; OR
 - c) For loss or damage to personal effects left in, on or outside the **Insured Vehicle**; OR
 - d) For damage to the **Insured Vehicle** when it is being transported to **Your Home**; OR
 - e) Directly or indirectly caused by or resulting from the failure, or fear of failure, of any device to recognise, interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.
- 11 **Breakdowns** caused by, contributed to by or arising from:
- a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; OR
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; OR
 - c) War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, military force or coup; OR
 - d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; OR
 - e) Acts of terrorism as defined in the Terrorism Act 2000.

Conditions

(applicable to whole **Breakdown** and Accident Emergency Assistance Section)

- 1 An **Insured Person** must keep to the terms and conditions of this insurance.
- 2 **You** must quote **Your** policy number when telephoning for assistance and produce relevant identification on demand by the repairer, recovery specialist or other nominated agent.
- 3 **We** can take proceedings, at **Our** own expense and for **Our** own benefit, to recover any payment **We** have made under this insurance. **We** will take this action in **Your** name and **You** must co-operate with any reasonable request for assistance.
- 4 The **Insured Vehicle** shall at all times be maintained in a roadworthy condition, regularly serviced and where designed to, shall carry a serviceable spare wheel.
- 5 **We** will make every effort to provide the **Breakdown** and recovery service at all times, but **We** will not be responsible for any liability arising from failure of the service.
- 6 **You** are required to make immediate arrangements for any permanent repairs that may be necessary following temporary roadside repairs to the **Insured Vehicle** arranged by **Us**.
- 7 **We** will not pay for any loss that is not directly covered by the terms and conditions of this cover. For example **We** will not pay for **Your** travel costs for collecting **Your Vehicle** from a repairer, loss of income from taking time off work because of a **Breakdown**, or loss from cancelled or missed appointments.
- 8 **We** will not be 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 Unless arranged with the vehicle rescue operator, or **Us**, **You** must be in attendance with the **Insured Vehicle** at the estimated time **We** advise that assistance can be expected.
- 10 **You** will have to pay the cost for the repair or recovery vehicle attending the **Insured Vehicle** if, after requesting assistance to which **You** are entitled, the **Insured Vehicle** is moved, recovered or repaired by any other means.
- 11 Following temporary roadside repairs to the **Insured Vehicle** or recovery to **Your** intended destination arranged by **Us**, **We** will not be liable to provide further assistance in respect of the same incident or insured event.
- 12 **We** will decide the best way of providing help.
- 13 If **You** are not prepared to accept **Our** decision or that of **Our** Agent, on the most suitable form of assistance to be provided, **We** will not pay more than £100 towards **Your** preferred form of assistance for any one **Breakdown**.
- 14 The transportation of any animal or livestock is undertaken solely at **Our** discretion and **We** accept no liability for the safety or welfare of any animal or live stock during its transportation.

Endorsements

200 Homestart

If **You** have requested this benefit and paid the additional premium;

a) The **Breakdown** and assistance benefits will be available within one mile of **Your Home** or the address where the **Insured Vehicle** is normally kept;

AND

b) Insured event 1 Section b) and insured event 4 Section c) do not apply

201 Vehicle Length Extension up to 7 metres/24ft

It is noted that breakdown assistance or recovery will apply to vehicles up to a maximum of 7 metres or 24ft in length.

