

Breakdown Insurance



Insurance Product Information Document

Company: Liverpool Victoria Insurance Company Limited.

LV= and Britannia Rescue are registered trademarks of the Liverpool Victoria Friendly Society and are trading styles of the Liverpool Victoria group of companies. Liverpool Victoria Insurance Company Limited, registered in England and Wales number 3232514 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, register number 202965.

Product: LV= Breakdown Insurance Policy

This document summarises key information you need to know about LV= Britannia Rescue Breakdown insurance. It should be read together with the policy documents so you understand the full terms and conditions that apply. Please also refer to these documents for how to claim, how to make a complaint and your rights under the Financial Services Compensation Scheme (FSCS).

What is this type of insurance?

If your vehicle breaks down, breakdown cover can help keep you moving with a repair or get you to a garage if the problem is harder to fix.



What is insured?

We can offer you three levels of vehicle cover for anyone driving your vehicle.

UK Recovery

- ✓ Help at the roadside
- ✓ Recovery to a local garage (within 10 miles)
- ✓ If your vehicle can't be repaired by the end of the working day, recovery to anywhere in the UK

UK Recovery & Home Assist

- ✓ The benefits of UK Recovery
- ✓ Added help to get your vehicle started at home
- ✓ Hire car, alternative transport or overnight accommodation

UK & European Assist

- ✓ The benefits of UK Recovery & Home Assist
- ✓ Added cover for Europe including:
 - ✓ Help at the roadside
 - ✓ Recovery to a local garage within 10 miles (including attached caravans & trailers)
 - ✓ If your vehicle can't be repaired by the end of the working day you can choose either a hire car, alternative transport or overnight accommodation (please refer to the Breakdown Policy Document for further details)
- ✓ If it's not possible to repair your vehicle in time for your return to the UK we'll pay for it to be transported home along with you, your passengers and your luggage



What is not insured?

- ✗ The cost of all parts or supplies used or provided to repair your vehicle
- ✗ The costs of repair/attempted repair by a local garage following recovery
- ✗ Caravans and trailers over- 8 metres in length (including A-frame)
- ✗ Motorhomes over 8 metres in length or 7.5 tonnes in weight
- ✗ All other vehicles over 7 metres in length, 2.3 metres in width, 3 metres in height or 3.5 tonnes in weight.
- ✗ Cover when you knowingly use a vehicle when a fault has been identified
- ✗ Vehicles not registered in the UK
- ✗ The cost of specialist equipment needed to move your vehicle
- ✗ Vehicles being used for hire and reward purposes, sporting events or practice for such events
- ✗ The cost where wheels or tyres need to be supplied because your vehicle is not carrying a legal or serviceable spare wheel or tyre
- ✗ Fines, penalties, tolls or unclamping charges (we will pay toll fees if incurred during recovery by one of our breakdown professionals)
- ✗ Costs if you employ someone else to repair or recover your vehicle



Are there any restrictions on cover?

All

- ! Vehicles must have a valid MOT and be taxed if required by law
- ! You can only reduce your level of cover at renewal and it is not possible to upgrade to UK & European Assist if you have already left the UK.

UK Recovery

- ! Breakdown must have occurred more than ¼ mile from your home



Where am I covered?

IMPORTANT: this will depend on your needs - the cover you chose is shown on your insurance schedule provided by Grove & Dean / Performance Direct.

- ✓ United Kingdom (UK), Channel Islands, the Isle of Man and the Republic of Ireland or if you have chosen UK & European Assist you will be covered in the countries shown under Section E of the policy.



What are my obligations?

- At the start of the policy you must give complete and accurate answers to any questions we may ask you.
- You must let us know immediately if you change your vehicle (changes aren't reversible)
- Premiums must be paid on time
- If your vehicle breaks down and you need our assistance, you must be with it when our breakdown professional arrives
- If we ask you to provide documentary evidence such as an MOT, Repair or Service invoice you must provide it as if you fail to comply we have the right to cancel your policy
- You must keep your vehicle in a roadworthy condition and/or service and maintain the vehicle in line with manufacturer guidelines
- Following a call out you must ensure that the reason for the break down is fixed



When and how do I pay?

The premium for this policy may be paid in one single amount or monthly depending on what Grove & Dean / Performance Direct have agreed with you. How you can pay will depend on what Grove & Dean / Performance Direct have agreed with you.



When does the cover start and end?

The policy is for a period of one year and is renewable each year. Your policy start and end dates will be confirmed in your policy schedule.



How do I cancel the contract?

Contact Grove & Dean / Performance Direct @ customer.care@performancedirect.co.uk or Telephone : 01708 925 054 or write to Tollgate House, 96 Market Place, Romford, Essex, RM1 3ER

Up to 14 days after you receive your documents

- At the start of your breakdown cover, when you receive your documents, you have 14 days to check that you are happy with the breakdown cover you have bought. If the cover does not meet your needs, you can cancel your policy by telling Performance Direct Limited. If you do this within 14 days of receiving your documents, we will refund any money you have paid if you have not used any of the services provided under the cover.

More than 14 days after you receive your documents

- You may cancel your policy without refund of premium at any time after the initial 14 day period by contacting Performance Direct Limited.
- We reserve the right not to invite renewal of your policy.
- If you are due a refund Performance Direct Limited will send this to you within 30 days of you telling them that you would like to cancel.

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How to obtain assistance

Please call 0800 681 6269 if you are in the UK. For textdirect please dial 18001 first. If you are in the ROI or Europe call +44 1202 551468. For textdirect in the ROI or Europe dial +44 151 494 1260.

Important Information

This insurance policy is underwritten by Liverpool Victoria Insurance Company Limited trading as Britannia Rescue.

Performance Direct Ltd is the trading name of Grove and Dean Limited which is authorised and regulated by the Financial Conduct Authority, register number 307002.

Britannia and Britannia Rescue are registered trademarks and are trading styles of the Liverpool Victoria group of companies. Liverpool Victoria Insurance Company Limited, registered in England and Wales number 3232514 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Register Number 202965. Registered address for all Liverpool Victoria companies: County Gates, Bournemouth BH1 2NF. Telephone 01202 292333.

Performance Direct Ltd is authorised and regulated by the Financial Conduct Authority, register number 307002.

Your responsibility to give us correct information

Please make sure all the information you give us is correct and complete. This is important because inaccurate or incomplete information may result in assistance not being provided or your insurance being cancelled from the start date. If you're not sure whether you need to tell us about something please ask.

How we use your personal information

This explains how we collect, use and store your personal information. This includes any personal information given to us about other people named on the policy, quote or claim.

We want you to be confident about how we use your personal information. As a regulated company and information controller we take our responsibilities for the security and management of your personal information seriously. That's why we invest in our systems and processes to ensure that the way we collect, use, share, and store your information meets both the regulatory and our own high standards.

Who we are and how to contact us

Liverpool Victoria Insurance Company Limited may be the controller or processor of your personal information and is part of the LV= group of companies. For more information visit [LV.com/terms/lv-companies](https://www.lv.com/terms/lv-companies).

If you have any questions about how we process your personal information please get in touch with us at: GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email us at: GICustomerSupport@LV.com.

You can also contact our Data Protection Officer: Data Protection Officer, LV= County Gates, Bournemouth, BH1 2NF or via email at dpo@LV.com.

Information we collect

We only ask for information that we need, and have strict controls to keep it safe. We collect your personal information to provide our products and services (eg handling your claims) to you. Without the information we ask for, we can't give you a quote or insurance policy and it may affect the outcome of any claims you make. Personal information we collect will be held in digital and / or paper files. We collect personal information such as name, address and date of birth. We'll also collect information about your vehicles.

We will collect personal information about everybody named on your policy, quote, incident or claim when you:

- ask for a quote or apply for a policy
- buy and / or use a product or service
- ask us a question
- make, or inform us of a claim or incident

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- make a payment
- update your personal details
- change your cover
- register a complaint
- take part in market research (eg customer satisfaction surveys)
- update how we contact you with marketing

How we use and share your personal information

The personal information we ask for will be used by us and third parties who process information on our behalf. This includes organisations who administer your policy, service your claims and reinsurers.

Legal grounds for processing personal information

We collect your personal information to provide our quotes, products and services to you.

As a regulated financial services organisation we're required to comply with legal and regulatory obligations such as the prevention, detection and reporting of fraud and other financial crime.

We'll process personal information for our legitimate interests, when we have a business reason to do so, to:

- develop, improve, and personalise our products, pricing and services
- enhance our customer service, experience, and relationship (eg customer and market research, business analysis, provide relevant product and service information)
- improve the relevance of our advertising and marketing campaigns
- help detect and prevent fraud and financial crime
- develop and improve our administration, security systems and insurance applications
- promote responsible lending and help prevent over-indebtedness
- share it with third parties in the event of organisational change (eg if we bought or merged with another organisation)
- share personal information with other LV= companies

If we need your consent to process personal information we'll ask for this first. You can withdraw your consent at any time.

We'll ask for your consent (or next of kin's), to obtain any medical / health information we need. In an emergency, we'll manage claims until you or someone else is able to act on your behalf.

International transfers

In the event that we process personal information outside the UK, the processing in those locations is protected by UK and European data standards.

Where your claim occurs abroad we will also send data to the necessary service providers and agencies as required to service your claim.

Financial crime & fraud prevention agencies

The personal information we have collected will be shared with crime prevention agencies who will use it to prevent financial crime and fraud and to verify your identity. If financial crime or fraud is detected, you could be refused certain services, finance or employment. Where we suspect financial crime or fraud, we may cancel any policies you have with us, not be able to pay any claim or offer you the requested product or service. We may share relevant information with crime and fraud prevention agencies, law enforcement agencies and other relevant organisations.

Regulatory bodies

Your personal information will be used or disclosed as required to regulators to monitor and enforce our compliance with any regulation.

Claims and Underwriting Exchange and other databases

You must tell us about any claim or accident, even if it wasn't your fault. We'll share this information and your personal details with databases such as the Claims and Underwriting Exchange (CUE). We may search these

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databases when you apply for insurance, make a claim or renew your policy, to validate your claims history (or that of any other person or property likely to be involved in the insurance or claim).

Brokers

If we get your details from an insurance broker, your personal information (eg policy details, claims, payment, suspected fraud and other financial crime information) will be shared with them.

Incidents or claims

When you tell us about an incident or claim we'll share this with relevant agencies and appropriate service providers. We'll also collect information from anyone else involved as necessary, eg claimant, witnesses or police.

Public information

We may use public information (such as electoral roll, county court judgements, vehicle taxation status, MOT status, bankruptcy or repossessions).

Industry databases

We'll check and exchange information with industry databases, such as:

- information about what you want to insure or make a claim for (eg vehicle repair history, vehicle finance data, property information, building council tax band)
- financial crime and fraud prevention databases (also refer to financial crime and fraud prevention agencies section)

Specialist services we use

We use other companies to provide some services, eg banks and building societies, breakdown and recovery agents, claims adjusters, claims suppliers, legal service providers, communication services, debt recovery agencies, marketing, fraud and other financial crime investigation services etc. They'll be given the personal information they (or their sub-contractors) need to manage their service.

Reinsurers and reinsurance brokers

We may need to share any personal information, including policy, claims, medical, and suspected fraud and other financial crime information, with our reinsurers and reinsurance brokers. Reinsurers provide insurance policies to insurance companies. Insurance companies engage a reinsurance broker to advise and assist in arranging a re-insurance policy.

Other insurers

When necessary we share your personal information with other insurers if you make a claim, to verify that the information you've provided is correct and prevent financial crime and fraud. If you move to a new insurer we may confirm certain details about your insurance to them. We'll only do this if we're sure it's a genuine request.

Medical and other health services

If you make a claim and give us your consent, we'll get your medical information from the relevant health provider, eg doctor or hospital.

Other insured parties

An insured party on your policy (eg named driver) may notify us of an incident or claim against your policy.

Law enforcement and government agencies

Information may be given to us by law enforcement agencies (eg the police) about an incident which may result in a claim or may affect a policy or ongoing claim.

Communications

When you contact us, personal information that you give us will be recorded. This helps us improve our customer service, train our staff, respond to complaints and prevent fraud and other financial crime.

All communications will be in English. You can get this document from us in Braille, large print or audiotape by contacting us.

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How long we keep your personal information

If you buy a policy from us we'll keep your personal information for 7 years after the policy ends to ensure we meet our statutory obligations (as laid down by the HMRC), and to allow you to make a complaint or claim.

If you get a quote directly from us, or through one of our partners / affinities, we'll keep your details for up to 3 years.

Your personal information rights

You have a right in certain circumstances to:

- *access* the personal information we hold about you
- *correct* personal information
- have your personal information *deleted*
- *restrict* us processing your personal information
- receive your personal information in a *portable* format, and
- *object* to us processing your personal information

You can also ask for a person to *review* an automated decision.

If you want to find out more or to exercise these rights please contact us: GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email us at GICustomerSupport@LV.com.

Your right to make a complaint

If you have a complaint about the way we process your personal data please contact us.

You can also raise your complaint with the Information Commissioner's Office on 0303 123 1113 or visit ico.org.uk/concerns.

Communications

All communications will be in the English language. For various legal, regulatory and service requirements calls may be recorded or monitored. We aim to communicate with you in a manner that is clear, fair and not misleading. We are able to provide literature and communications in the following alternative formats: Braille, large print or audiotape. Should you require information on this product or service in any of these formats, please contact Performance Direct Ltd. If there is anything you do not understand please ask Performance Direct Ltd for an explanation.

The law that applies to your insurance

The law of England and Wales will apply to your policy with us. For policyholders living in Guernsey or Jersey, the law of Guernsey or Jersey will apply in regard to your insurance policy with us.

Cancellations

At policy commencement:

When you receive confirmation of your policy, you have 14 days in which to consider the cover provided. If you are not satisfied, you may apply to Performance Direct Ltd for a pro rata refund of premium paid, which will be provided as long as you have not used any of our services.

During the policy term:

You may cancel your policy at any time by contacting Performance Direct Ltd. No refund will be paid if you cancel the policy after the 14-day cancellation period shown above. We reserve the right not to invite renewal of your policy.

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How to make a complaint

If you have a complaint about your policy or the service you have received, please contact us by phone on 0800 756 8828. For text phone please dial 18001 first. (Opening hours Mon - Fri 9am - 5pm). If you prefer to write, please address your letter to:

The Quality Manager,
Britannia Rescue,
Folly Hall Mills,
St Thomas Road,
Huddersfield,
West Yorkshire
HD1 3LT.
Email: quality@britanniarescue.com.

When contacting us please ensure you quote your policy or claim number as appropriate. A copy of our internal complaints procedure is available on request.

If we cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within 6 months of receiving our final response letter.

The address is:
Financial Ombudsman Service,
Exchange Tower,
London, E14 9SR.
Telephone: 0800 023 4567 or 0300 123 9123 (from mobile or non-BT lines). Email: complaint.info@financial-ombudsman.org.uk.
Making a complaint will not affect your right to take legal action

What happens if we can't meet our liabilities

If we are unable to meet our liabilities to our policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance you have:

- * Compulsory insurance, such as third party motor insurance, is covered for 100% of the claim
- * Non-compulsory insurance, such as breakdown insurance, is covered for 90% of the claim

You can get further information from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. Telephone 0800 678 1100 or 0207 741 4100 or Email: enquiries@fscs.org.uk.

Definitions

'breakdown professional' - a trained, professional motor mechanic/recovery driver or specialist service provider.

'breakdown' - immobilisation of the vehicle due to a mechanical or electrical failure, theft or attempted theft, vandalism, accidental damage, a flat tyre or lack of fuel occurring during the period of cover.

'home address' and 'normal place of garaging' - your permanent residence we have on record at the time of a breakdown as supplied by you or where the vehicle is normally kept.

'motorail' - a specific European Rail Service for transporting vehicles across Europe. Motorail services do not include Channel Tunnel rail services.

'passengers' - occupants of the vehicle (excluding hitch hikers).

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'trip' - a pre-booked continuous journey to the countries as specified within the geographical limits of Section E which

begins and ends in the UK and which does not exceed 31

days for any one trip and does not exceed 60 days in total during the policy period.

'UK market value' - the value for the relevant make and model as specified in Glass's Guide or a recognised

equivalent.

'UK residents' - Mainland UK, Northern Ireland, Channel

Island and Isle of Man residents.

'vehicle' - any mechanically propelled vehicle that requires insurance for use as specified under the Road Traffic Act 1988 and is within the dimensions highlighted in Section B - Vehicles.

'we', 'us' and 'our' - Liverpool Victoria Insurance Company Limited, and where the context dictates, Liverpool Victoria Insurance Company Limited trading as Britannia Rescue.

'you', 'your' and 'the policyholder' - Any driver who is using the vehicle with the policyholder's permission.

'your representative' - anyone acting with or on your authority.

Section A- Introduction to Breakdown & Assistance Policy

This policy is for residents and companies situated in the United Kingdom (UK), the Channel Islands and the Isle of Man and entitles the policyholder to our vehicle breakdown and recovery services within the UK, the Channel Islands, the Isle of Man, the Republic of Ireland and any country specified within the geographical limits of Section E. We have set out the levels of cover which we provide in Sections C, D & E.

* We will protect you against the cost of vehicle breakdown and recovery assistance within the policy period as shown on your current Schedule of Insurance for which you pay a premium.

* Unless you give us a future start date your cover start date is that shown on your current Schedule of Insurance. Your expiry date will also be shown on your current Schedule of Insurance.

* The policy will cover a vehicle named by the policyholder and where a premium has been paid for the insurance, regardless of who is driving the vehicle at the time of a breakdown or failure of the vehicle to start as long as they have the permission of the policyholder to use the vehicle.

* Our breakdown policy covers vehicles not drivers.

* We reserve the right not to invite renewal of your breakdown & assistance policy. If this is the case Performance Direct Ltd will inform you in writing before the policy expires.

Section B - Vehicles

* Vehicles and any caravan or trailer that is attached to your vehicle must be registered as owned by you, a member of your household or your company and be kept at your home address or the normal place of garaging.

* We will not provide services for vehicles that are not shown on your current Schedule of Insurance. You must tell Performance Direct Ltd immediately if you change your vehicle.

* Vehicles must be in a roadworthy condition and should be serviced and maintained in line with manufacturer guidelines and meet all legal regulations, including if appropriate having a valid MOT certificate. It is your responsibility to ensure that all vehicles are kept in this condition throughout the

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period of cover and we may ask for proof in the event of a dispute. The service does not cover vehicles which, in the opinion of the breakdown professional attending the vehicle, were not roadworthy or were broken down before your policy began.

* Vehicles should not be more than 7.0 metres in length, 2.3 metres wide, 3 metres in height, or a weight when fully loaded of 3.5 tonnes. You must always carry a legal and serviceable spare wheel or a manufacturer supplied or approved emergency tyre inflation kit and equipment and keys for any tyre security devices when supplied by the manufacturer.

* Caravans and trailers - your cover includes any caravan or trailer that is attached to your vehicle at the time of the vehicle breakdown, unless the breakdown occurs at the normal place of garaging or within a 1/4 of a mile of that address or the location at which your caravan or trailer is normally stored. Caravans and trailers should not be more than 8 metres in length (including A-frame) and fitted with a standard 50 millimetre ball coupling. All caravans and trailers must meet the requirements of the Road Vehicles (Construction and Use) Regulations 1986.

If appropriate you must always carry a legal and serviceable spare wheel or a manufacturer supplied or approved emergency tyre inflation kit and equipment and keys for any tyre security devices when supplied by the manufacturer.

* Motorcycles - we will offer help at the roadside, but if this fails, we will take you, your motorcycle and any pillion passenger to an acceptable destination dependent on your cover entitlement.

* Motorhomes - must not be more than 8 metres in length or a weight when fully loaded not exceeding 7.5 tonnes and must be a recognised make and model which has been coach-built for that precise purpose. You must always carry a legal and serviceable spare wheel or a manufacturer supplied or approved emergency tyre inflation kit and equipment and keys for any tyre security devices when supplied by the manufacturer.

Section C - UK Recovery

If your vehicle cannot be driven because of a breakdown which occurred more than a quarter of a mile from your home address or the normal place of garaging, we will;

* Try to repair the fault at the roadside for up to one hour so that you can continue your journey safely and legally.

* If we cannot repair your vehicle at the roadside we will transport your vehicle, you and up to 7 passengers that are in the vehicle at the time of the breakdown to a local place of repair or to a destination of your choice if in our opinion the fault or damage cannot be repaired at the scene of the breakdown or locally by the end of the working day (we will not pay for any other recoveries); or pay a contribution towards labour costs if a fault can be repaired locally.

* Relay telephone messages to advise of unforeseen travel delays.

* Supply a Relief Driver if the only driver of the vehicle cannot continue a journey because of illness or injury.

Documentary proof of the illness or injury must be supplied to us if you are not to be charged for this service.

Exceptions to Section C

* Breakdowns occurring within a quarter mile radius of your home address

* All costs relating to parts and labour remain your responsibility unless covered or agreed by us.

* The cost of supplying a spare wheel and tyre if a serviceable one cannot be provided by you.

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- * The cost of, if needed, a specialist locksmith, body glass or tyre specialist.
- * Anything specified within the Service Limitations and Exclusions section of this policy (Section G).

Important Information about UK Recovery

- * All costs relating to parts and labour remain your responsibility unless covered or agreed by us.
- * Where it is not possible or safe to repair a fault at the roadside (for example, on a motorway), we may take the vehicle to a safe place or to the breakdown professional's premises to carry out the repairs.
- * Recovery cannot be used as a way of avoiding repair costs.
- * This service cannot be used if the vehicle has already broken down or was not in a roadworthy condition when cover was taken out.

Section D - UK Recovery & Home Assist

If your vehicle cannot be driven because of a breakdown or where the vehicle fails to start at your home address or the normal place of garaging, we will:

- * Try to repair the fault at the roadside for up to one hour so that you can continue your journey safely and legally.
- * If we cannot repair your vehicle at the roadside we will transport your vehicle, you and up to 7 passengers that are in the vehicle at the time of the breakdown to a local place of repair or to a destination of your choice if in our opinion the fault or damage cannot be repaired at the scene of the breakdown or locally by the end of the working day (we will not pay for any other recoveries); or pay a contribution towards labour costs if a fault can be repaired locally.
- * Relay telephone messages to advise of unforeseen travel delays.
- * Supply a Relief Driver if the only driver of the vehicle cannot continue a journey because of illness or injury. Documentary proof of the illness or injury must be supplied to us if you are not to be charged for this service.
- * Claim for the cost of one single standard class rail ticket for any authorised driver to collect the vehicle following repair.
- * You may also choose from one of the following benefits if repairs to the vehicle cannot be completed by the end of the working day on which the breakdown occurred:
 - a) The hire of a replacement car (up to 1600cc) for up to 24 hours. We will pay the cost of the hire car but you are responsible for all other costs or benefits imposed or offered to you by the hire car company. You must take up the option of a hire car within 24 hours of the breakdown; or
 - b) The cost for you and any passengers to either continue the journey or return to your home address by our choice of alternative transport, up to a maximum of £100; or
 - c) Pay up to £60 per person for overnight accommodation up to a maximum of £500 at accommodation near the garage that is repairing your vehicle, and up to £40 for reasonable public transport costs to get the driver to the garage the following day. You must send us your claim within 28 days for us to pay you these costs, along with any relevant receipts

Exceptions to Section D

- * If you do not accept immediate recovery following a call out to your home address or the normal place of garaging, you will have to pay for any further help for the same fault.

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- * Recovery from your home address or the normal place of garaging will only be to a local place of repair.
- * Any amounts more than those specified within Section D above.
- * All costs relating to parts and labour remain your responsibility unless covered or agreed by us.
- * The cost of supplying a spare wheel and tyre if a serviceable one cannot be provided by you.
- * The cost of, if needed, a specialist locksmith, body glass or tyre specialist.
- * The cost of any medical transfers.
- * A hire car not authorised by us.
- * Car hire in the event of the vehicle requiring routine servicing or other repair work to correct non-immobilising faults or undergoing repair of cosmetic damage.
- * Anything specified within the Service Limitations and Exclusions section of this policy (Section G).

Important Information about UK Recovery & Home Assist

- * Where it is not possible or safe to repair a fault at the roadside (for example, on a motorway), we may take the vehicle to a safe place or to the breakdown professional's premises to carry out the repairs.
- * All costs relating to parts and labour remain your responsibility unless covered or agreed by us.
- * We cannot guarantee that a replacement vehicle will be available.
- * Britannia Rescue will pay the cost of a hire car and the cost of insurance (where applicable) but you are responsible for all other costs imposed or offered to you by the hire car company where a hire car is your preferred choice.
- * We will not pay for any extra charges relating to specific needs of a replacement vehicle such as tow bars or roof racks; these requirements are subject to availability.
- * You must meet the terms and conditions of the hire car company which include having a valid driving licence, meeting the minimum age set by the hire car company and being in possession of a valid credit card.
- * Hire cars may not be taken out of the country without the permission of the hire car company.
- * Our breakdown and recovery services do not extend to hire cars provided under Section D (UK Recovery & Home Assist.)
- * We will only provide help at your home address or the normal place of garaging if your vehicle is immobilised due to a breakdown.
- * Recovery cannot be used as a way of avoiding repair costs.
- * This service cannot be used if the vehicle has already broken down or was not in a roadworthy condition when cover was taken out.

Section E - UK & European Assist

In addition to all the services, benefits, terms and conditions given under Sections C & D of this policy, those detailed in Sections E1 to E7 will also apply as well as Section F (General Conditions of Service) and Section G (Service Limitations and Exclusions).

This cover only applies to permanent named vehicles

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You may have to pay for some services such as accommodation and claim it back from us when you get back to the UK. The exchange rate will be based on that current at the time the claim is processed.

We will aim to provide the most suitable and cost-effective solution to your problem and our decision will be final. As well as the general terms and conditions of this policy, we will provide the following services if you travel to a country listed under the geographical limits below.

Geographical limits: Albania, Andorra, Austria, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Former Yugoslav Republic of Macedonia, Malta, Moldova, Monaco, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey in Europe, Ukraine.

Section E1 - Cover Before You Travel

If your vehicle cannot be driven because of a breakdown, accident, theft or attempted theft during the 7 days immediately preceding a pre-booked trip departure date and repairs cannot be completed before you leave, we will:

- * Arrange and pay a maximum of up to £800 for you to hire a replacement car, subject to availability, with you being responsible for all costs or benefits imposed or offered to you by the hire car company. You must take up the option of a hire car within 24 hours of the breakdown; or
- * Subject to all legal and statutory regulations allow a temporary change of the vehicle that is on cover to allow you to continue with your journey; or
- * If your vehicle can be repaired within 24 hours of your original planned departure, we will cover the cost of rebooking your sea crossing or journey via the Channel Tunnel which was missed as a result of the incident giving rise to a claim under this section

Exceptions to Section E1

- * Any claims resulting from breakdown if you have purchased this cover less than 7 days before your planned departure date or an existing policy which expires before the end of your trip
- * You must meet the terms and conditions of the hire car company which include having a valid driving licence, meeting the minimum age set by the hire car company and being in possession of a valid credit card

Section E2 - Missed Motorail Connection

If you fail to connect with a pre-booked Motorail service on the outward journey because your vehicle breaks down, or is involved in an accident, theft, or attempted theft, we will:

- * Pay up to £200 to store the insured vehicle at a location near the Motorail depot for your trip; and
- * Pay the extra transport costs of you, your passengers and luggage to or from the Motorail depot and the location of your vehicle; and
- * Arrange and pay a maximum of up to £800 for you to hire a replacement car, subject to availability, with you being responsible for all costs imposed by the hire car company.

Exceptions to Section E2

- * Connections to Channel Tunnel trains are not covered under Section E2 (Missed Motorail connections).

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* You must meet the terms and conditions of the hire car company which include having a valid driving licence, meeting the minimum age set by the hire car company and being in possession of a valid credit card.

Section E3 - Roadside Assistance and Local Recovery

If your vehicle cannot be driven because of a breakdown during your trip, we will:

- * Try to repair the fault at the roadside so that you can continue your journey safely and legally; or
- * If the fault cannot be fixed at the roadside, or in circumstances where it is not possible or safe to try to repair a fault at the roadside (for example, on a motorway), we will transport your vehicle, you and up to 7 passengers to a local place of repair.

If we cannot repair your vehicle by the end of the working day on which the breakdown occurred, we will:

- * Arrange and pay a maximum of up to £800 for you to hire a replacement car, subject to availability, with you being responsible for all other costs or benefits imposed or offered to you by the hire car company; or
 - * Pay up to a maximum of £500 to transport you, up to 7 passengers and your luggage to your onward destination;
- or
- * Pay for overnight accommodation for you and up to 7 passengers, up to £60 per person per night to a maximum of £500, to cover any additional costs you may incur in excess of your planned accommodation costs. You will have to claim these costs from us on your return. We will not pay your planned accommodation costs.

Exceptions to Section E3

* You must meet the terms and conditions of the hire car company which include having a valid driving licence, meeting the minimum age set by the hire car company and being in possession of a valid credit card.

Important Information about Roadside Assistance and Local Recovery in Europe

In some countries if you break down on a motorway or other major route, your call may be answered by the police and they may arrange for a recovery without our authorisation. If this is the case, you may be asked to pay for the service and you should keep the receipt and claim it back from us when you get back to the UK.

Section E4 - Providing Spare Parts

If replacement parts are not available locally to carry out a permanent repair, we will try and get them elsewhere. You will have to pay by credit or debit card the cost of the replacement parts before we order them. We will pay all freight charges, subject to a maximum of £500 associated with getting the parts to the local repairer.

Section E5 - Relief Driver

If the only available driver cannot continue a journey because of illness or injury, we will:

- * Provide a qualified driver to drive your vehicle, you and up to 7 passengers back to your home address in the UK; or
- * Pay any extra costs to transport your vehicle, you, up to 7 passengers and luggage back to the UK as long as these costs are not higher than the market value of your vehicle.

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Important Information about Relief Driver

Documentary evidence of the illness or injury must be supplied to us if you are not to be charged for this service.

Section E6 - Repatriating Your Vehicle

If your vehicle cannot be driven because of a breakdown during your trip and your vehicle cannot be repaired in time for your return journey to the UK, we will:

- * Pay any extra costs of transporting you, up to 7 passengers and luggage back to the UK; and
- * Pay the cost of transporting your vehicle to your home address in the UK as long as these costs are not higher than the market value of the insured vehicle; or
- * Pay up to £500 for someone you choose to travel to the place of repair to drive your vehicle back to your home address in the UK.

Important Information about Repatriating Your Vehicle

- * It can take up to 15 working days to arrange repatriation of your vehicle following our agreement to do so.
- * The UK market value of the vehicle will be obtained from the Glass's Guide or a recognised equivalent.
- * We will not be responsible for the transportation of any excise goods which come under the jurisdiction of HM Revenue & Customs (HMRC) such as tobacco, alcohol or fuel. These items must be removed from the vehicle prior to transportation being arranged and you will be responsible for the arrangement and the cost of an alternative method of shipping.

Section E7 - Temporary Replacement Vehicle in the UK

If you have to return to the UK before your vehicle, we will:

- * Arrange and pay a maximum of up to £800 for you to hire a replacement car, subject to availability, with you being responsible for all other costs or benefits imposed or offered to you by the hire car company; or
- * Subject to all legal and statutory regulations agree a temporary vehicle swap until your vehicle is returned to the UK.

Exception to Section E7

- * You must meet the terms and conditions of the hire car company which include having a valid driving licence, meeting the minimum age set by the hire car company and being in possession of a valid credit card.

Exceptions to Section E

- * If you do not accept immediate recovery following a call out to your home address or the normal place of garaging, you will have to pay for any further help for the same fault.
- * Recovery from your home address or the normal place garaging will only be to a local place of repair.
- * Any amounts more than those specified within Section E above.
- * All costs relating to parts and labour remain your responsibility unless covered or agreed by us.
- * The cost of supplying a spare wheel and tyre if a serviceable one cannot be provided by you.

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- * The cost of, if needed, a specialist locksmith, body glass or tyre specialist.
- * The cost of any medical transfers.
- * A hire car not authorised by us.
- * Car hire in the event of the vehicle requiring routine servicing or other repair work to correct non-immobilising faults or undergoing repair of cosmetic damage.

We will not pay for any of the following:

- * Any bail or customs duty;
- * Any costs which you would have had to pay anyway if the breakdown had not happened;
- * Any costs arising after your vehicle has been returned to the UK irrespective of whether the vehicle requires repair;
- * The cost of replacement parts or other materials;
- * Costs resulting from a previously discovered fault which has not been repaired by a qualified technician;
- * Services covered by any other insurance policy or costs which you can claim against another person;
- * The costs of any services you have to pay outside the geographical limits;
- * The costs of any services we have not authorised;
- * Loss or damage to any unaccompanied baggage or personal belongings we are transporting;
- * Any fines awarded against you;
- * Your vehicle to be sent home if the costs of repatriation

will exceed its UK market value;

- * The cost of alternative shipping arrangements for excise goods which come under the jurisdiction of HM Revenue

& Customs such as tobacco, alcohol or fuel. These items must be removed from the vehicle prior to transportation of the vehicle being arranged; and

- * Anything specified within the Service Limitations and

Exclusions section of this policy (Section G).

Important Information about UK & European Assist

- * Where it is not possible or safe to repair a fault at the roadside (for example, on a motorway), we may take the vehicle to a safe place or to the breakdown professional's premises to carry out the repairs.
- * The decision to supply a Relief Driver is at our absolute discretion.
- * We cannot guarantee that a replacement vehicle will be available.
- * Britannia Rescue will pay the cost of a hire car and the cost of insurance (where applicable) but you are responsible for all other costs imposed by the hire car company where a hire car is your preferred choice.
- * We will not pay for any extra charges relating to specific needs of a replacement vehicle such as tow bars or roof racks; these requirements are subject to availability.

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- * Hire cars may not be taken out of the country without the permission of the hire car company.
- * Our breakdown and recovery services do not extend to hire cars provided under Section E (UK & European Assist).
- * You must meet the terms and conditions of the hire car company which include having a valid driving licence, meeting the minimum age set by the hire car company and being in possession of a valid credit card.
- * We will only provide help at your home address or the normal place of garaging if the vehicle fails to start.
- * Recovery cannot be used as a way of avoiding repair costs.
- * This service cannot be used if the vehicle has already broken down or was not in a roadworthy condition when cover was taken out.

Section F - General Conditions of Service

1. You must make all requests for the breakdown and recovery assistance service immediately. We will not accept responsibility for any service or help that we have not arranged.
2. You or your representative must stay with the vehicle to make sure that the breakdown professional has access to the vehicle. Your representative must have your permission to authorise any necessary repair or other work, which will be at your expense and if appropriate, have your permission to drive the vehicle.
3. We will try to repair your vehicle, or take it to your chosen destination, dependent upon your cover entitlement. We do not cover normal vehicle maintenance and will charge you for any services that are not covered by the policy including all its terms and conditions.
4. All our breakdown professionals are required by law to adhere to regulations on driver's hours. If a recovery is needed this may result in the breakdown professional taking regular breaks or the need to operate a staged recovery where further breakdown professionals are used to share the recovery.
5. In the event of a recovery our breakdown professional will unload the vehicle in a safe and appropriate place close to your chosen destination. For example, our breakdown professional will not unload a vehicle on private property if there is insufficient space, a risk of ground compression or obstacles which could make this difficult.

You must tell us if you are covered for services by any other insurance policy or can claim against another person. We will ask you to include our invoice in your claim against the other person or against your other policy to recover or reduce our costs.

7. It is your responsibility to make sure that any temporary repair that our breakdown professionals carry out is followed immediately by any necessary permanent repair. We will ask for proof of repair in the event of a dispute.
8. In the event that your payment defaults, we will terminate cover forthwith and seek to recover all costs incurred in providing services to you. We reserve the right to refuse service in the event of payment default.
9. We will not provide assistance and reserve the right to cancel your policy if you
 - * Fail to repair the vehicle following a call out for the same problem;
 - * Knowingly use the vehicle when a fault has been identified;
 - * Fail to service and maintain the vehicle in line with manufacturer guidelines;
 - * Fail to obtain a valid MOT certificate if required by law;

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- * Fail to keep the vehicle in a roadworthy condition

We will ask you to provide documentary evidence such as an MOT, Repair or Service invoice in the event that you fail to comply with the above conditions. If you fail to comply with the above conditions we will ask Performance Direct Ltd to cancel your policy by sending 7 days' notice by recorded delivery to your last known address.

10. In the event that we have provided services which are not covered by this policy, for example we have attended a vehicle at your home address and the level of cover you chose did not include assistance at home or we have provided spare parts for a repair and settlement has not been made to the breakdown professional or supplier as specified in clause G2, we will charge you at the time of your call or we will send you an invoice for the amount due which should be paid within 30 days.

11. If you have given us false information on your application for cover, or given us incorrect information when you asked for help, for example the vehicle does not meet all legal requirements or was broken down before your cover started; you will have to pay all costs which we have had to pay as a result of your false or incorrect information.

12. In the event of a road traffic accident we may ask you to contact your motor insurance company in the first instance to arrange recovery to ensure you receive your full entitlements. If assistance is not available for whatever reason, we will provide the services as shown under your cover entitlement.

13. We may only recover a vehicle from the scene of an accident if we have permission from the emergency services involved.

14. If there are any differences between the terms in this policy document and any terms our breakdown professionals agreed over the phone or in person, these written policy conditions will apply.

15. We will not provide assistance if you or any passenger behave in a threatening or abusive manner to us or our breakdown professionals.

16. Any diagnosis by our breakdown professional is only provisional; you may require a follow up diagnosis by your own repairer, at your own cost, to determine the exact nature of the breakdown and what work or parts are required for repairs to be completed.

Section G - Service Limitations and Exclusions

We will not be responsible for providing the following:

1. The cost of any service outside the period of cover, or where we have not received the correct premium.
2. The cost of all parts or supplies used or provided to you or for your vehicle. These will include:
 - * The cost of supplying and fitting windscreens;
 - * Labour costs in removing and disposal of contaminated or incorrectly mixed fuel; and
 - * Storage charges unless we have specifically covered them under your chosen level of cover.

You must pay all these costs to the breakdown professional or supplier.

3. Any charges incurred because your vehicle is not carrying a legal and serviceable spare wheel or a manufacturer supplied or approved emergency tyre inflation kit or equipment or keys for any tyre security devices.

4. Any fines, penalties, tolls or unclamping charges you have to pay. We will pay any tolls if your vehicle is being recovered at the time by one of our breakdown professionals.

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5. Accommodation or other expenses (for example, rail or taxi charges) that you or your passengers have to pay, unless we have specifically covered them under your chosen level of cover.
6. Any costs involved in moving your vehicle into a position where we can try to repair it or transport it. For example, all charges for retrieving your vehicle from a ditch or field are your responsibility.
7. The full costs of our breakdown professional's time if, having called us, you employ another breakdown professional before our breakdown professional arrives to repair or recover your vehicle. However, if you phone us for help but you manage to get your vehicle going again, we may agree not to charge you for our breakdown professional's time if you contact us immediately.
8. Breakdown and recovery assistance for vehicles involved in sporting events, including racing, pace making, speed testing, rallies, trials and all other track-based activities and those involved in leisure off road events.
9. Breakdown and recovery assistance for vehicles involved in hire and/or reward uses (such as a taxi).
10. We will not be responsible for any loss of business, loss of profit, loss of revenue, loss of contract, loss of goods or any direct or indirect losses incurred as a result of the services provided to you under this policy or the delay or alleged delay in providing such services.
11. Major repairs, servicing, stripping down vehicles or reassembly (including repairing faulty brakes, steering, suspension or DIY work).
12. Recovering a caravan or trailer if it is occupied by people or livestock, and transporting animals and pets in a recovery vehicle (with the exception of Assistance Dogs). In these cases, the breakdown professional's decision is final.
13. Any costs you have to pay if, following an accident, the police have temporarily removed the vehicle to a location or local place of repair. After you have paid any costs and filled in the necessary paperwork, we will recover your vehicle subject to the conditions under clause F12.
14. Recovery if it would be dangerous or illegal for our breakdown professional to load or transport your vehicle. In these cases, the breakdown professional's decision is final.
15. We cannot provide help on commercial garage premises which are not our breakdown professional's premises.
16. Services in the case of:
 - * events beyond our reasonable control;
 - * war or military operations;
 - * acts of terrorism;
 - * civil disorder;
 - * a national emergency;
 - * anything which the Government or highway authority does or fails to do;
 - * legal restrictions;
 - * industrial disputes;
 - * fire;
 - * lightning;

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- * explosion;
- * flood (except where the breakdown has occurred due to water damage while the vehicle was in motion / use);
- * nuclear explosions or a release of ionising radiation;
- * subsidence; or
- * severe weather conditions

17. Any claims arising from speeding or alcohol/drug related incidents.

18. More than one recovery per breakdown unless we agree otherwise.

19. Transportation of any excise goods which come under the jurisdiction of HM Revenue & Customs (HMRC) such as tobacco, alcohol or fuel. These items must be removed from the vehicle prior to transportation being arranged and you will be responsible for the cost of that shipping.

20. Where you agree for repairs to be conducted by the breakdown professional at their premises; we are not responsible for the quality of repairs they undertake. The agreement to conduct repairs is solely between you and the breakdown professional

21. Any losses, costs or damages which you suffer as a result of our failure to provide the services listed in Sections C, D & E.

Despite these limitations and exclusions, we do not intend anything in these policy conditions to limit any legal rights you may have as a consumer against us or our employees or breakdown professionals as a consequence of death or personal injury resulting from our negligence or that of our employees or breakdown professionals.