

# Kindertons Breakdown Cover

## Master Certificate Number LES/1007/1513

### IN THE EVENT OF A BREAKDOWN

If Your Vehicle breaks down please call Our 24 hour Control Centre on: 01384 887631

Please have the following information ready to provide to Our Rescue Co-ordinator:

- Your return telephone number
- Your policy number and Vehicle registration
- The precise location of Your Vehicle (or as accurate as You are able in the circumstances)

If You are deaf, hard of hearing or speech impaired, please send a text message containing Your full name, policy number, Vehicle registration and policy postcode to 07537 404890

Once We have taken Your details and made all the arrangements We will contact You to advise which Recovery Operator will be attending and how long they are expected to take. When possible, please ensure Your mobile phone is available to accept calls at all times in case We need to contact You. You will need to be with Your Vehicle when the Recovery Operator arrives. If You would prefer not to wait with the Vehicle or it is unsafe to do so, please inform Our Rescue Co-ordinator who will arrange a call on approach so You have sufficient time to return to the Vehicle.

It is Your responsibility to guard Your safety and abide by the rules of the Highway Code. Please advise Our Rescue Co-ordinator if You feel it is not safe to remain within eyesight of the Vehicle. In the event of a Breakdown on a motorway where You have no means of contacting Us or are unaware of Your location, please use the nearest SOS box and advise the Emergency Services of Our telephone number, they will then contact Us to arrange assistance. If the Police or Highways Agency are present at the scene, please advise them that You have contacted Us and provide them with Our telephone number to call Us on Your behalf.

#### Your Cover

Please read the following benefits of cover in accordance with the type of cover You have purchased, this is detailed on Your Policy Schedule.

Level of Cover	National Recovery	National Recovery & Homestart	National Recovery, Homestart & European
Roadside Assistance	✓	✓	✓
Local Recovery	✓	✓	✓
Alternative Travel UK	✓	✓	✓
Emergency Overnight Accommodation	✓	✓	✓
Caravans and Trailers	✓	✓	✓
Key Cover	✓	✓	✓
Misfuel Assist	✓	✓	✓
Redelivery	✓	✓	✓
Driver Illness/Injury	✓	✓	✓
Message Service	✓	✓	✓
Nationwide Recovery	✓	✓	✓
Home Assist		✓	✓
Pre-Departure Cover			✓
Roadside Assistance Abroad Recovery and Repatriation Service			✓
Alternative Transport Abroad			✓
Emergency Overnight Accommodation Abroad			✓
Shipping of Spare Parts			✓

#### Capitalised Words

Capitalised words and phrases that appear in the wording below have a special significance. To aid Your understanding, these are set out within the full definitions in a separate section of this policy.

#### Uninsured Service

We can usually provide assistance for services which are not covered under this insurance policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

#### Change of Vehicle

Our policy only covers the Vehicle registered on Our database, therefore any change must be notified immediately by contacting the organisation You purchased this policy from. Please provide them with Your policy number, the new registration, make, model and colour of Your Vehicle and the date You wish to make the change.

#### Call Recording

To help Us provide a quality service, Your telephone calls may be recorded but will only be shared with partner organisations directly relevant to the Breakdown service We provide.

#### Governing Law

Unless some other law is agreed in writing, this policy is governed by English Law. If there is a dispute, it will only be dealt with within the courts of England or of the country within the United Kingdom in which Your main residence is situated.

#### Language

We have chosen to use the English language in all documents and communication relating to this policy.

#### Measurements

A Home Assist is calculated using a straight line from the Home Address to the location of the Breakdown. All other measurements are calculated using driving distances.

#### Garage Repairs

Any repairs undertaken by the Recovery Operators at their premises are provided under a separate contract, which is between You and the Recovery Operator.

#### Multiple Vehicle Policies

Multiple Vehicle policies must be registered to one address within the Territorial Limits (UK).

#### Signing Documentation

You may be asked to sign documents by the Recovery Operator which relate to the service being provided. Whilst You are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until You have read and understood the content in full.

#### Emergency Repairs

Any emergency repairs undertaken at the roadside by Recovery Operators cannot be guaranteed and in some cases, will not be attempted. Due to the nature of roadside assistance it is not always possible for Recovery Operators to accurately diagnose the fault with the Vehicle or state whether the Vehicle is in a roadworthy condition or otherwise safe to drive. Recovery Operators are not instructed to conduct Vehicle health inspections.

#### POLICY DEFINITIONS

##### Accident

A collision immediately rendering the Vehicle immobile or unsafe to drive.

##### Breakdown

An electrical or mechanical failure, lack of fuel, misfuel, flat battery, Accident or puncture to the Vehicle, which immediately renders the Vehicle immobilised.

##### Callout

The deployment of a Recovery Operator to Your Vehicle.

##### Claims Limits

The maximum amount We will pay is limited to a maximum of 6 call outs and £15,000 in any one Period of Insurance, unless subject to any individual limits specified within the relevant section of the policy.

##### Home Address

The last known address within the Territorial Limits (UK) recorded on Our system where Your Vehicle is ordinarily kept.

##### Insurer

This insurance is administered by Legal Insurance Management Ltd, arranged by Kindertons Holdings Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinnstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Legal Insurance Management, Kindertons Holdings Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

##### Passengers

All non-fare paying persons travelling with the Vehicle at the time of the Breakdown, up to the legal carrying capacity of the Vehicle.

##### Period of Insurance

The duration of this policy as indicated on Your Policy Schedule for a period not exceeding twelve months.

##### Policy Schedule

The document provided by the organisation You purchased this policy from detailing the Period of Insurance, eligible Vehicle(s), and type of cover.

##### Recovery Operator

The independent technician We appoint to attend the Breakdown.

##### Rescue Co-ordinator

The telephone operator employed by Our vehicle breakdown claims handler.

##### Specialist Equipment

Non-standard apparatus or recovery vehicles which in the opinion of the Recovery Operator are required to safely recover the Vehicle. Specialist Equipment includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

##### Suitable Garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

##### Territorial Limits (Europe)

Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Guernsey (for non-residents) Hungary, Italy, Jersey (for non-residents), Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (West of Bosphorus) and Vatican City.

##### Territorial Limits (UK)

Great Britain, Northern Ireland, the Isle of Man, and (for residents only) Jersey and Guernsey.

##### Terrorism

Any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

##### Trip

A journey to the Territorial Limits (Europe) which commences from the date of Your departure from the Territorial Limits (UK) and ceases upon Your return to the Territorial Limits (UK) for a period not exceeding 90 days.

## Us, We, Our

UK General on behalf of Great Lakes Insurance SE.

## Vehicle

The Vehicle(s) specified on Your Policy Schedule as being eligible for this cover.

## You, Your

The person named as the policyholder in the Policy Schedule.

## WHAT THIS INSURANCE COVERS

Subject always to the Claim Limits;

### Roadside Assistance

In the event of a Breakdown within the Territorial Limits (UK), which occurs more than a one mile radius/straight line from Your Home Address and during the Period of Insurance, We will arrange and pay for a Recovery Operator to attend the Breakdown and where appropriate, spend up to 60 minutes to try and repair the Vehicle. Any claims made under any other section of cover must first have been considered and accepted for Roadside Assistance.

### Local Recovery

If, in the opinion of the Recovery Operator, they are unable to repair the Vehicle within 60 minutes at the roadside We will assist in the following way:

Either:

- Arrange and pay for Your Vehicle and the Passengers to be recovered to the nearest Suitable Garage which is able to undertake the repair within 10 miles from the scene of the Breakdown. Or;
- If the above is not possible at the time or the repair cannot be made within the same working day, We will arrange for Your Vehicle and the Passengers to be recovered to Your chosen destination up to 10 miles from the scene of the Breakdown.

Any recovery of Your Vehicle and Passengers must take place at the same time as the initial callout otherwise You will have to pay for subsequent callout charges.

If Your Vehicle requires recovery, You must immediately inform Our Rescue Co-ordinator of the address You would like the Vehicle taken to. Once the Vehicle has been delivered to the nominated address, the Vehicle will be left at Your own risk.

### Alternative Travel UK\*

We will pay up to £250.00 towards the reasonable cost of alternative transport or a hire vehicle up to 1600cc to allow You to complete Your original journey. We will also pay up to £150.00 towards the reasonable cost of alternative transport for one person to return and collect the repaired Vehicle.

### Emergency Overnight Accommodation UK\*

We will pay up to £150.00 for a lone traveller or £75.00 per person towards the reasonable cost of overnight accommodation including breakfast for the Passengers whilst Your Vehicle is being repaired. The maximum Emergency Overnight Accommodation payment per incident is £500.00. Emergency Overnight Accommodation and Alternative Travel benefits are available under the following conditions following a Breakdown in the Territorial Limits (UK):

- The Vehicle must be repaired at the nearest Suitable Garage to the Breakdown location
- The Vehicle cannot be repaired the same working day
- The Breakdown did not occur within 20 miles of Your Home Address
- We will determine which benefit is offered to You by assessing the circumstances of the Breakdown and what is the most cost effective option for Us.

\*These services may be offered on a pay/claim basis, which means that You must pay initially and We will send You a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from Our Rescue Co-ordinator. The policy will only pay for a hire vehicle which We deem is appropriate for Your requirements and is available at the time. We will only reimburse claims when We are in receipt of a valid invoice/receipt.

### Caravans and Trailers

If Your Vehicle suffers a Breakdown and Your caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), Your caravan/trailer will be recovered with Your Vehicle at no extra cost.

### Keys

If You lose, break, or lock Your Vehicle keys within Your Vehicle, We will pay the Callout and mileage charges back to the Recovery Operator's base or Your preferred destination if closer. All other costs incurred, including any Specialist Equipment needed to move the Vehicle, will be at Your expense.

### Misfuel Assist

In the event Your Vehicle's fuel tank is filled with the incorrect type of fuel, We will arrange and pay up to £250 (inclusive of VAT) for a Recovery Operator to either recover Your Vehicle and the Passengers to the Recovery Operator's base where a drain and flush to Your Vehicle's fuel tank can be conducted or, to conduct the fuel drain and flush at the roadside. Subject to the £250 claim limit, we will also provide 10 litres of correct fuel.

Occasionally misfuelling a Vehicle can cause extensive damage which a fuel drain and flush will not rectify. We cannot accept liability for any damage caused to Your Vehicle but if You would prefer for the fuel drain and flush to be conducted by Your preferred repairer, We will arrange and pay for a Recovery Operator to recover Your Vehicle and the Passengers to a repairer of Your choice within 20 miles of the scene of the Breakdown. Subject to the prior authorisation of Our Rescue Co-ordinator we will also reimburse up to £250 (inclusive of VAT) towards the cost of a fuel drain and flush, only when we have received copies of valid receipts.

### Redelivery

In the event that We are unable to repair Your Vehicle at the roadside and a Suitable Garage cannot accept the Vehicle the same working day. We will recover Your Vehicle and the Passengers to the Home Address or the address agreed in accordance with the type of cover You purchased. We will then arrange with You to collect the Vehicle and take it to the nearest Suitable Garage when they are able to accept the Vehicle.

Alternatively, if You would prefer to leave Your Vehicle unattended at a Suitable Garage which is closed. We will reimburse Your taxi fares for a journey of up to 20 miles from the Suitable Garage to the Home Address. We will only reimburse claims when We are in receipt of a valid invoice or receipt.

### Driver Illness/Injury

If You are unable to continue Your journey within the Territorial Limits (UK) or Territorial Limits (Europe) due to illness or injury (a medical certificate will be required) during the Period of Insurance, provided none of Your Passengers are able to drive, We will provide an alternative driver to return the Vehicle to Your nominated destination within the Territorial Limits (UK).

### Message Service

If You require, We will pass on two messages to Your home or place of work to let them know of Your predicament and ease Your worry.

## Home Assist

We will arrange and pay for a Recovery Operator to attend a Breakdown at or within a one-mile radius/straight line of Your Home Address and where appropriate, spend up to 60 minutes to try and repair the Vehicle.

If, in the opinion of the Recovery Operator, they are unable to repair the Vehicle within 60 minutes at the roadside, We will arrange and pay for Your Vehicle and the Passengers to be recovered to the nearest Suitable Garage which is able to undertake the repair within 10 miles from the scene of the Breakdown.

Any recovery of Your Vehicle and Passengers must take place at the same time as the initial callout otherwise You will have to pay for subsequent callout charges.

If Your Vehicle requires recovery, You must immediately inform Our Rescue Co-ordinator of the address You would like the Vehicle taken to. Once the Vehicle has been delivered to the nominated address, the Vehicle will be left at Your own risk.

### Nationwide Recovery

If Your Vehicle cannot be repaired by a Suitable Garage within the same working day, We will arrange and pay for Your Vehicle and the Passengers to be recovered to the Home Address, or if You would prefer and it is closer, Your preferred destination within the Territorial Limits (UK).

Any recovery of Your Vehicle and the Passengers required must take place at the same time as the initial Callout otherwise You will have to pay for subsequent Callout charges.

If Your Vehicle requires recovery, You must immediately inform Our Rescue Co-ordinator of the address You would like the Vehicle taken to. Once the Vehicle has been delivered to the nominated address, the Vehicle will be left at Your own risk.

### Pre-Departure Cover

In the event of a Breakdown within the Territorial Limits (UK) which occurs no more than seven days prior to a pre-booked Trip to the Territorial Limits (Europe), then providing Your Vehicle cannot be repaired by Your intended departure and We are immediately notified of the Breakdown, We will reimburse up to £500 towards one of the following:

- The rental of a hire vehicle which We deem is appropriate for Your requirements for the purpose of carrying out Your original Trip within the Territorial Limits (Europe).
- The cost of rebooking Your original sea or motorail crossing to the nearest available date once Your Vehicle has been repaired.

Before arranging these services, authorisation must be obtained from Our Rescue Co-ordinator. No cover will apply if You do not evidence the duration of Your planned Trip was for less than 90 days. We will only reimburse claims when We are in receipt of a valid receipt for the hire vehicle and/or rebooked sea/motorail crossing tickets, together with copies of Your original sea/motorail crossing tickets and evidence from a Suitable Garage detailing the repairs made to Your Vehicle.

Departure Cover does not apply for any Breakdown occurring within 10 days of You purchasing this policy or in the event the imminent or actual Breakdown of Your Vehicle is discovered during an MOT or service carried out within 10 days prior to Your intended departure.

### General Notes Relating to Europe

We will provide service in the Territorial Limits (Europe) where the maximum duration of any single Trip does not exceed 90 days. However short term policies (those with a Period of Insurance lasting one month or less) will be limited to a single Trip not exceeding the Period of Insurance.

Please ensure You carry Your driving licence and V5C registration document with You during Your journey. Due to local regulations and customs, You may be required to provide copies of Your driving licence or V5C registration document. You will be held liable for any costs incurred if copies of Your driving licence or V5C registration document are not immediately available.

Due to differing national standards and infrastructures abroad, assistance may take longer in arriving. We will require detailed information from You regarding the location of Your Vehicle. We will need to know details of Your itinerary and if requested proof of both Your outbound and inbound travel dates must be provided to validate Your claim. When We have all the required information We will liaise with Our European network and You must remain contactable to avoid any delays. During public holidays, many services such as repairing garages will be closed, We will not be held liable for any delay this causes.

In the event of a Breakdown on a motorway or major public road within the Territorial Limits (Europe), access may be restricted to a private towing service only and should this occur, You will need to obtain assistance via the SOS phones. The private towing service will tow Your Vehicle to a place of safety and You will be required to pay for the service immediately. You can then contact us for further assistance. We will pay a maximum of £150.00 towards reimbursement of the costs, but We will only reimburse claims when We are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

**For assistance in the Territorial Limits (Europe), call Us on: 0044 1384 887631**

### Roadside Assistance Abroad

In the event of a Breakdown within the Territorial Limits (Europe) which occurs during the Period of Insurance, We will arrange and pay for a Recovery Operator to attend the Breakdown and where appropriate, spend up to 60 minutes to try and repair the Vehicle.

If, in the opinion of the Recovery Operator, they are unable to repair the Vehicle within 60 minutes at the roadside We will arrange and pay for Your Vehicle and the Passengers to be recovered to the nearest Suitable Garage able to undertake the repair.

### Recovery and Repatriation Service

If the Vehicle cannot be repaired within 48 hours or by Your intended return, whichever is due to occur last, We will arrange and pay for Your Vehicle and the Passengers to be transported either to Your Home Address, or if You would prefer and it is closer, Your original destination within the Territorial Limits (Europe).

### Alternative Transport Abroad\*

In the event of a Breakdown within the Territorial Limits (Europe), We will pay up to £500.00 towards the reasonable cost of alternative transport or a hire vehicle up to 1,600cc to allow You to continue Your Trip in the Territorial Limits (Europe) whilst Your Vehicle remains unroadworthy. We will also pay up to £200.00 towards the reasonable cost of alternative transport for two people to return and collect the repaired Vehicle.

### Emergency Overnight Accommodation Abroad\*

In the event of a Breakdown within the Territorial Limits (Europe) where Your Vehicle cannot be repaired the same working day and which results in You not being able to stay at Your pre-booked accommodation, We will pay up to £150.00 per person for one night towards the reasonable cost of overnight accommodation including breakfast for You and Your Passengers. The maximum Emergency Overnight Accommodation Abroad payment per incident is £1000.00.

\*These services may be offered on a pay/claim basis, which means that You must pay initially and We will send You a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from Our Rescue Co-ordinator. The policy will only pay for a hire vehicle which We deem is appropriate for Your requirements and is available at the time. We will only reimburse claims when We are in receipt of a valid invoice/receipt.

## Shipping of Spare Parts

Where it is more efficient and cost effective to do so, We will pay the reasonable cost of shipping replacement parts to the repairing garage within the Territorial Limits (Europe). You will be responsible for the cost of the spare parts and We will only organise shipping once You have confirmed the spare parts have been paid for. Although We will endeavour to source the required spare parts for You, We can make no guarantee the parts will be immediately available to Us.

## Policy Exclusions

Applying to all sections unless otherwise stated:

This insurance does not cover the following: -

1. a) Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the Vehicle with a standard 50mm tow ball coupling hitch.  
b) Breakdowns or Accidents to the caravan or trailer itself.
2. Assistance following: theft, fire, or vandalism.
3. Any costs incurred to attend the Vehicle due to faults with electric windows, sun roofs, broken windows/windcreens or locks not working which prevent the Vehicle from being parked securely, unless the fault occurs during the course of a journey and Your safety is compromised.
4. Breakdowns caused by a failure to maintain the Vehicle in a roadworthy condition including the routine servicing of the Vehicle in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.
5. Specialist Equipment, additional manpower and/or recovery vehicles, or where a recovery further than 10 miles from the scene of the Breakdown if Your Vehicle is immobilised due to snow, mud, sand, water, ice, or a flood.
6. Breakdowns caused by overloading of the Vehicle or carrying more Passengers than it is designed to carry.
7. Any subsequent Callouts for any symptoms related to a claim which has been made within the last 28 days, unless Your Vehicle has been fully repaired at a Suitable Garage, declared fit to drive by the Recovery Operator or is in transit to a pre-booked appointment at a Suitable Garage.
8. The recovery of the Vehicle and Passengers if repairs can be carried out at or near the scene of the Breakdown within the same working day. If Vehicle and Passenger recovery is required We will only recover to one address in respect of any one Breakdown.
9. Any Vehicle which is not listed on Your Policy Schedule as being eligible for breakdown cover with Us.
10. Any request for service if the Vehicle is being used for motor racing, rallies, rental, hire, any contest or speed trial including practice. Where the Vehicle is being used for public hire, private hire or courier services, this must have been declared to Us and such use of the Vehicle is shown on the attached Policy Schedule.
11. Assistance if the Vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
12. The cost of any parts, components or materials used to repair the Vehicle.
13. Repair and labour costs other than an hour's roadside labour at the scene.
14. The use of Specialist Equipment occasionally required because the Vehicle is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of assistance.
15. The cost of draining or removing contaminated fuel.
16. Storage charges unless incurred whilst We organise repatriation from the Territorial Limits (Europe).
17. Any claim within 24 hours of the time the policy is purchased.
18. Any Breakdown that occurred before the policy commenced, the Vehicle was placed on cover, or before the policy was upgraded.
19. More than six Callouts per insured Vehicle in any one Period of Insurance. Should You change Your Vehicle mid-term, the number of Callouts provided to the previous Vehicle(s) will be carried forward.
20. Claims totalling more than £15,000 in any one Period of Insurance.
21. Any costs or expenses not authorised by Our Rescue Co-ordinators prior to being incurred.
22. The cost of food (apart from breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
23. Any charges where You or the Emergency Services arrange assistance or repairs by other means unless We have agreed to reimburse You.
24. Any damage or loss to Your Vehicle or its contents caused by the Recovery Operator. It is Your responsibility to ensure personal possessions are removed prior to Your Vehicle being transported.
25. Nothing in this policy limits Our liability for death or personal injury caused by the negligence of Us or Our employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
26. Any charges where You, having contacted Us, effect recovery or repairs by other means unless We have agreed to reimburse You.
27. Any cost that would have been incurred if no claim had arisen.
28. Any false or fraudulent claims.
29. The cost of fuel, oil or any insurance/excess in relation to a claim for a hire vehicle.
30. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the Breakdown within the same working day.
31. Recovery of the Vehicle or Your transport costs to return the Vehicle to Your Home Address once it has been inspected or repaired.
32. We will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, We will not pay for You to collect Your Vehicle from a repairer or for any time that has to be taken off work because of a Breakdown.
33. Any cost incurred as a result of Your failure to comply with requests by Us or the Recovery Operator concerning the assistance being provided.
34. A request for service following any intentional or wilful damage caused by You to Your Vehicle.
35. Fines and penalties imposed by courts.
36. Any cost recoverable under any other insurance policy that You may have.
37. Any cover which is not specifically detailed within this policy.
38. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
39. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
40. Any direct or indirect consequence of:  
Irradiation, or contamination by nuclear material; or  
The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or  
Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
41. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.  
For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

## Additional exclusions applying to the European Assistance

1. Service where repatriation costs exceed the market value of the Vehicle.
2. The cost of privately arranged towing from a European motorway exceeding £150.00.
3. Repatriation to the UK within 48 hours of the original Breakdown, regardless of ferry or tunnel bookings for the homebound journey or pre arranged appointments You have made within the UK.
4. Repatriation if the Vehicle can be repaired but You do not have adequate funds for the repair.
5. Any claim where the duration of a single Trip is planned to or subsequently exceeds 90 days.

## Policy Conditions

Applying to all sections:

1. We will provide cover if
  - a) You have met all the terms and conditions within this insurance.
  - b) The information provided to Us, as far as You are aware, is correct.
2. Details of Your cover may not reach Us by the time assistance is required. In this unlikely event, We will assist You however before assistance can be provided We will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If we receive confirmation that You have adequate cover the reserved funds will be released. If We receive confirmation that You do not have adequate cover We will take payment for any uninsured costs.
3. The driver of the Vehicle must remain with or nearby the Vehicle until help arrives.
4. If a Callout is cancelled by You and a Recovery Operator has already been dispatched, You will lose a Callout from Your policy. We recommend You to wait for assistance to ensure the Vehicle is functioning correctly. If You do not wait for assistance and the Vehicle breaks down again within 12 hours, You will be charged for the second and any subsequent Callouts.
5. We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.
6. We have the right to refuse to provide the service if You or Your Passengers are being obstructive in allowing Us to provide the most appropriate assistance or are abusive to Our Rescue Co-ordinators or the Recovery Operator.
7. The Vehicle must be registered to and ordinarily kept at an address within the Territorial Limits (UK) and You must be a permanent resident within the Territorial Limits (UK).
8. Vehicles must be located within the Territorial Limits (UK) when cover is purchased and commences.
9. If in Our opinion the Vehicle is beyond economical repair or the cost of the claim is likely to exceed the market value of the Vehicle in its current condition following the Breakdown, We have the option to pay You the market value of the Vehicle in its current condition and pay Your transportation costs to Your Home Address. It will be Your responsibility to apply for a Certificate of Destruction or other such document and You will be required to pay for any storage costs whilst this is obtained. If You would prefer the Vehicle to be transported to Your Home Address or original destination, this can be arranged but You will need to pay any costs which exceed the market value of the Vehicle in its current condition. If the Vehicle is beyond economical repair, You will have one week to advise Us of how You wish to transport or dispose of the Vehicle. If You do not contact Us within one week You consent to Us to dispose of the Vehicle.
10. If We are able to repair Your Vehicle at the roadside, You must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
11. In the event You use the service and the claim is subsequently found not to be covered by the policy You have purchased, We reserve the right to reclaim any monies from You in order to pay for the uninsured service.
12. We may decline to provide service under this policy if You already owe us money in respect of another claim made under this policy.
13. If You have a right of action against a third party, You shall co-operate with Us to recover any costs incurred by Us. If You are covered by any other insurance policy for any costs incurred by Us, You will need to claim these costs and reimburse Us. We reserve the right to claim back any costs that are recoverable through a third party.
14. Recovery Operators comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting Your Vehicle.
15. The transportation of livestock (including dogs) will be at the discretion of the Recovery Operator. We will endeavour to help arrange alternative transport but You will need to pay for this service immediately by credit or debit card.
16. Regardless of circumstances, We will not be held liable for any costs incurred if You are unable to make a telephone connection to any numbers provided.
17. The policy is not transferable.

## Cancellation

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to Your agent within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing Your agent however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

## Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a Breakdown. As with any insurance, it does not cover all situations and You should read the terms and conditions of this policy to make sure that it meets Your specific needs.

## Consumer Insurance Act

### Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy
- b) to make sure that all information supplied as part of your application for cover is true and correct
- c) tell us of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

## Our Promise To You

We aim to provide a high standard of service. Please telephone Us if You feel We have not achieved this and We will do Our best to rectify the problem immediately.

**Fraud**

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

**Complaints Procedure**

Any complaint You have regarding Your policy should be addressed to the policy administrator.

Complaints can be logged by telephone on the following telephone number: 01384 887631 or in writing to The Managing Director, Legal Insurance Management, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

Please include the details of Your policy and in particular Your policy number, to help Your enquiry to be dealt with speedily.

We promise to:

- acknowledge Your complaint within five working days of receiving it;
- have Your complaint reviewed by a senior member of staff;
- tell You the name of the person managing Your complaint when We send Our acknowledgement letter; and
- respond to Your complaint within 20 working days. If this is not possible for any reason, We will write to You to let You know when We will contact You again.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR.

Tel: 0300 123 9 123

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

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

**Financial Services Compensation Scheme**

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

**Data Protection Act 1998**

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

**Policy Administrator and Insurer**

This service is provided by Legal Insurance Management Limited, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF. This policy is underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE.  
Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.  
UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

**Call Recording**

To help Us provide a quality service, Your telephone calls may be recorded.

Legal Insurance Management Ltd, Firm Reference Number 552983, is authorised and regulated by the Financial Conduct Authority.