

# Policy wording

## What to do if you need our assistance

Call us on **0330 678 7144** while in the UK or **+44 1689 891 063** when abroad when it's safe to do so. Keep your mobile phone switched on and free for calls.

## Have the following information ready:

- Your policy number and the phone number you're calling from.
- Exact details of where you are.
- If you have Personal Cover and are not in the vehicle covered on your policy you'll need the make, model and registration number of the car you are driving or travelling in.

## Safety first

### If you suffer a breakdown on a motorway/dual carriageway in the UK:

- If possible try to pull over to the hard shoulder, as far left or as far away from the carriageway as possible.
- Switch on your hazard warning lights.
- If you can't get to the hard shoulder only leave your vehicle if you can safely get clear of the carriageway.
- Don't attempt to place any warning device on the carriageway.
- Leave all belongings, luggage and pets in the vehicle.
- Stand behind a barrier or up an embankment if there is one, to the rear of the vehicle.
- Once clear of the vehicle, keep well clear of the carriageway at all times and do not attempt to go back to your vehicle.

### If you suffer a breakdown on a road other than on a motorway/dual carriageway in the UK:

- If possible try to pull over as far left or as far away from the carriageway as possible.
- Switch on your hazard warning lights.
- If you can't get your vehicle clear of the carriageway only leave your vehicle if you can do so safely.
- If you cannot safely exit the vehicle and decide to stay in the vehicle keep your seatbelt on at all times.
- If your vehicle does make it off the carriageway you should exit the vehicle as safely as possible by exiting on the left hand side. Always stand to the rear of the vehicle.

## When our breakdown professional arrives:

- They will do everything they can to get you on your way but please remember they are only authorised to provide the service you have paid for and agreed with us.
- They will ask you to pay for any parts and we are not responsible for costs you arrange without our authorisation.
- When they have dealt with your breakdown they may ask you to sign an advice note. They'll return this to us so we can monitor our service standards.

## Definitions

Wherever these definitions appear in this document of breakdown cover, they will have the same meaning:

'breakdown professional'	a trained, professional motor mechanic/recovery driver or specialist service provider.
'breakdown'	The vehicle is incapable of operation as a whole because of mechanical or electrical failure, theft or attempted theft, vandalism, accidental damage, a flat tyre, a lack of fuel or incorrect fuelling during the period of cover. Failure of any parts of the vehicle to function e.g. an indicator, headlight, windscreen wiper or convertible roof does not constitute a breakdown unless the failure causes the vehicle to be incapable of operating as a whole or is likely to result in the driver being prosecuted for using a defective vehicle. The cover cannot be used as an alternative to regular servicing or maintenance or as a way to avoid paying for repairs.
'home address' and 'normal place of garaging'	your permanent residence we have on record at the time of a breakdown as supplied by you.
'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).
'spouse/partner'	spouse, partner or civil partner residing at the same residential address.
'trip'	a pre-booked continuous journey to the countries as specified within the geographical limits of <b>Section E</b> (European Breakdown Cover) which begins and ends in the UK within the policy period. The maximum amount of time you can spend abroad in total is 180 days 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.
'vehicle'	<p>any mechanically propelled vehicle, registered in the UK, that requires insurance for use on the public highway as specified under the Road Traffic Act 1988 and does not exceed any of the following dimensions when fully loaded:</p> <ul style="list-style-type: none"><li>• Caravans and trailers - 8 metres in length (including A-frame).</li><li>• Motorhomes - 8 metres in length or 7.5 tonnes in weight.</li><li>• All other vehicles - 7 metres in length, 2.3 metres in width, 3 metres in height or 3.5 tonnes in weight.</li></ul> <p>All vehicles must also meet the criteria specified in <b>Section B</b> – Vehicles.</p>
'we', 'us' and 'our'	Liverpool Victoria Insurance Company Limited (LVIC), and where the context dictates, Liverpool Victoria Insurance Company Limited trading as Britannia Rescue.
'you', 'your' and 'policyholder'	the policyholder and where the context dictates any person who is travelling in and who requests assistance for the vehicle that is registered with us.
'your representative'	anyone acting with or on your authority.

## Section A – Introduction to Britannia Rescue Cover

This policy is for residents of mainland United Kingdom (UK) and Northern Ireland only and entitles you to our vehicle breakdown and recovery assistance within the UK and if you travel to the Channel Islands, the Isle of Man or the Republic of Ireland. For European breakdown and recovery assistance see **Section E** (Deluxe Cover). We have set out the levels of cover which we provide in **Sections C to F**.

### The demands and needs met by this policy

This product meets the demands and needs of someone wishing to receive assistance following a vehicle breakdown. The level of cover available is optional and what you have selected will be shown on the enclosed letter. Liverpool Victoria Insurance Company Limited - Britannia Rescue has not provided you with any advice or recommendations as to whether this product meets your specific insurance requirements. Our staff are paid a salary and may receive an annual bonus but these are not directly influenced by your decision to purchase this policy. You should review your insurance requirements on a regular basis.

### Important Information about your cover

- We will protect you against the cost of vehicle breakdown and recovery assistance within the policy period for which you pay a premium.
- Unless you give us a future start date your cover starts at 23:59 the day after you purchased the cover.
- Where it is not safe to repair a fault at the roadside (for example on a motorway), we will take your vehicle to a safe location to carry out 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.
- 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 assistance does not extend to hire cars provided under this policy.
- If you have purchased the appropriate level of cover, we will only provide help at your home address or the normal place of garaging if your vehicle is incapable of operation due to a breakdown. For help provided at your home address or the normal place of garaging, our breakdown professional will try to repair the fault. If they can't do this, we will take the vehicle immediately to a local place of repair but you will have to pay for any repairs. If you do not accept immediate recovery, you will have to pay for any further help for the same fault.
- 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.
- If you have purchased vehicle based cover, this policy can cover a maximum of 2 registered vehicles, where the appropriate premium has been paid.
- If you have purchased Personal Cover (see **Section F**), you will be covered in any vehicle in which you or your spouse/partner are the driver or a non-paying passenger, provided the vehicle is within the UK geographical limits at the time of the breakdown.
- Moving to a lower level of cover is not permitted during the policy period except within 14 days of receiving your documents. After this period reducing your level of cover can only be applied at renewal. However you can increase your level of cover, add or remove a vehicle or Personal Cover at any time, except when the increase of cover or addition of Personal Cover is at the point of a potential claim.

### Our commitment to you

We'll always:

- Make sure all the information we give you is clear and accurate
- Be fair and reasonable
- Act promptly

### 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.

### 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 [fscs.org.uk](https://www.fscs.org.uk), phone **0800 678 1100** or **0207 741 4100**, email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## Insurance premiums

All premiums quoted include insurance premium tax where applicable. You may also have to pay other taxes or costs, for example if the premium is reimbursed by an employer it may be classed as a taxable benefit in kind. In this case you would need to make arrangements to pay this additional tax or cost yourself.

## Duplicate Cover

If you have an existing breakdown policy that gives the same cover elsewhere, you'll need to consider whether you may be paying for duplicate cover.

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## Your rights to cancel your insurance

### 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 you're happy with the breakdown cover you've bought. If the cover doesn't meet your needs, you can cancel your policy by telling us. If you do this within 14 days of receiving them, we'll refund any money you've paid, less a charge for the cover you've had. If you've made a claim no refund will be paid.

### More than 14 days after you receive your documents

After the initial 14 day period, if you've not made a claim, we'll refund any money you've paid, less a charge for the cover you've had and a cancellation charge of £10. If you've made a claim no refund will be paid.

**We reserve the right not to invite renewal of your policy.**

**A charge won't be made if you cancel before your cover start date.**

**If you are due a refund we'll send this to you within 30 days of you telling us that you'd like to cancel.**

### To cancel your insurance cover, please contact us at:

Member Services, Britannia Rescue, County Gates, Bournemouth, BH1 2AT. Tel No: **0330 678 7145**. For Text Phone please dial **18001** first. (Opening hours: Mon-Fri 9am-6pm, Sat & bank holidays 9am-5pm, Sun 10am-4pm). Email: [member.services@britanniarescue.com](mailto:member.services@britanniarescue.com)

## Annual Policy

### Cancellation at renewal

We'll send you a renewal invitation 3 weeks before your renewal date. This will show your renewal premium and any changes to your cover. If you haven't chosen our continuous payment option, you must contact us before your renewal date to continue with your cover.

If you've chosen our continuous payment option, we'll automatically renew your policy before it expires. As part of our renewal process your debit or credit card provider may tell us your new card number if it has changed. If you don't want to renew or your credit card provider has changed please contact us before your renewal date.

If you renew, whether or not under the continuous payment option, but then decide to cancel, provided you tell us before your renewal date, we'll refund what you've paid in full. If you cancel after your renewal date has passed you will be charged in line with the cancellation rules detailed above.

## Monthly Policy

If you have chosen a monthly policy we will continue your breakdown cover until it is cancelled. We will send you an annual review letter before the anniversary of your breakdown policy so you can assess your cover.

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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 **0330 678 5300**. For Text Phone please dial **18001** first. (Opening hours: Mon-Fri 9am-5pm). If you prefer to write, please address your letter to: Customer Relations Manager, Britannia Rescue, County Gates, Bournemouth, BH1 2AT. Email: [Quality@britanniarescue.com](mailto:Quality@britanniarescue.com)

### 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](mailto:complaint.info@financial-ombudsman.org.uk). For more information please visit [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk).

**Making a complaint will not affect your right to take legal action.**

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## Section B – Vehicles

- Vehicles and any caravan or trailer attached to your vehicle must be registered at the home address, owned by you (or a member of your household) and kept at your home address or the normal place of garaging as shown on our records (see **Section F** if you have paid an extra premium for Personal Cover).
  - 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 and any applicable vehicle tax. It is your responsibility to ensure that all vehicles are kept in this condition throughout the 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.
  - 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 your home address or 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 must be 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.
  - Unless you have purchased Personal Cover, we will not provide services for vehicles that are not registered with us. You must tell us immediately if you change your vehicle. Vehicle changes must be permanent and are not reversible. See **Section F** if you have paid an extra premium for Personal Cover.
  - Motorhomes – must be a recognised make and model which has been coach-built for that precise purpose.
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## Section C – Roadside Cover

If your vehicle cannot be driven because of a breakdown which occurred more than a 1/4 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 within 10 miles of the breakdown; or
- If you have lost or broken your vehicle keys, and a spare set is known to be at a nearby location, we may choose at our discretion to arrange transportation for you to collect the spare set instead of allocating a breakdown professional to attend the vehicle. At all times, we will choose how best to help you.
- Relay telephone messages to advise of unforeseen travel delays.

## Exceptions to Section C

- More than 6 call outs during the policy year.
- Vehicles which are more than 10 years old when the policy starts. We will continue to cover your vehicle when you renew your policy if it is more than 10 years old.
- Breakdowns occurring within a 1/4 of a mile of your home address or the normal place of garaging.
- All labour charges other than one hour's labour at the roadside, and the cost of replacement parts and/or other materials are your responsibility.
- 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.
- Anything specified within the Service Limitations and Exclusions section of this policy (See **Section H**)

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## Section D – UK Breakdown Cover

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

- Allow you to use the cover as specified under **Section C** (Roadside Cover) at your home address or the normal place of garaging or within a 1/4 of a mile of your home address or normal place of garaging. If you have broken down at your home address or normal place of garaging or within a 1/4 of a mile of your home address or normal place of garaging, recovery will be to a local place of repair only.
- 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 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 following agreement between you and us if a fault can be repaired locally.
- Supply a Relief Driver if the only able and legal 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.
- Choose 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 48 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 48 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 in total; 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 the relevant receipts.
- Claim for the cost for one single standard class rail ticket for you or any authorised driver to collect the vehicle following repair.

### Exceptions to Section D

- All exceptions specified in **Section C** (Roadside Cover) other than if the breakdown happens within a 1/4 of a mile of your home address or the normal place of garaging.
- 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.
- Costs exceeding the monetary limits specified within **Section D** (UK Breakdown Cover).
- 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 (See **Section H**).

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## Section E – European Breakdown Cover

In addition to all the services, benefits, terms and conditions given under **Sections C to D** of this policy, those detailed in **Sections E1 to E7** will also apply when the vehicle is in the geographical limits listed below.

This cover only applies to permanent named vehicles and is not valid for claims under the Personal Cover option (see **Section F**).

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

We 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, Republic of North Macedonia, Malta, Moldova, Monaco, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe, Ukraine.

## Section E1 – Cover Before You Travel

If your vehicle cannot be driven because of a breakdown 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 other costs or benefits imposed or offered to you by the hire car company; 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 cannot 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 a 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 of a breakdown, 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 other costs or benefits imposed or offered to you by the hire car company.

## Exceptions to Section E2

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

## 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

- 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 the vehicle, driver 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:
  - a. 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
  - b. Pay up to a maximum of £500 to transport you, up to 7 passengers and your luggage to your onward destination; or
  - c. 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 card or debit card for 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 and up to 7 passengers back to your home address in the UK; or
- Pay any extra costs to transport your vehicle, 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.

### 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 that come under the jurisdiction of HM Revenue and 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.

### Exceptions 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 all of Section E

- European Breakdown Cover is only effective from 23:59 the day after you purchased the cover.
- Anything specified within the Service Limitations and Exclusions section of this policy (see **Section H**).

### We will not pay for any of the following:

- Any bail or customs duty you must pay;
- 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, labour 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; and
- Your vehicle's repatriation if the costs will exceed its UK market value.

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## Section F – Personal Cover

If you have paid an additional premium for Personal Cover it extends your cover to any privately owned vehicle you or your spouse/partner drive or travel in, within the UK, and to any privately owned caravan or trailer attached to the vehicle at the time of the vehicle breakdown. The vehicle must meet any weight, dimension and age restrictions applicable and which we do not exclude under **Section H** (Service Limitations and Exclusions).

### Exceptions to Section F

- Repairs cannot be undertaken unless you have the authority of the owner of the vehicle to authorise any repairs.
- If you are claiming under Personal Cover and the vehicle you or your spouse/partner are in is not the vehicle registered with us, you or your spouse/partner must be with the vehicle when the breakdown occurs and when the breakdown professional arrives to assist.



## Section G – General Conditions of Service

1. You must make all requests for our breakdown and recovery assistance 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. If you are claiming under Personal Cover and the vehicle you or your spouse/partner are in is not the vehicle registered with us, you or your spouse/partner must be with the vehicle when the breakdown occurs and when the breakdown professional arrives to assist.
3. We will try to repair your vehicle, or take it to your chosen destination, linked to your cover entitlement. We do not cover normal vehicle maintenance (including the replacement of tyres which have been allowed to run flat or are below the legal tread limit) and will charge you for any services that are not covered by the policy.
4. We reserve the right to recover your vehicle in accordance with regulations as they relate to our breakdown professionals working hours. 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 a private driveway if there is insufficient space, a risk of ground compression or obstacles which could make this difficult.
6. In the event of a road traffic accident you must 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.
7. You must tell us if you are covered for services by any other insurance policy or can claim against another person. If you are covered by another insurance policy 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.
8. 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.
9. In the event that your payment defaults, we will terminate cover immediately 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.
10. We will not provide assistance if you have Roadside Cover and have more than 6 call outs during the policy year.
11. We will not provide assistance and reserve the right to cancel your policy or decline cover at renewal, 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;
  - Fail to tax the vehicle if required by law;
  - 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. Failure to supply documentary evidence will result in your policy being cancelled.
12. 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 or the normal place of garaging 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 **Section H** (Service Limitations and Exclusions), clause 3, 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.
13. 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 cover started; you will have to pay all costs which we have had to pay as a result of your false or incorrect information. In such circumstances we reserve the right to terminate your cover immediately with no refund.
14. Sanctions – LVIC and Britannia Rescue can't provide you with cover and won't be liable to pay any claim if doing so exposes LVIC and Britannia Rescue to any sanction, prohibition or restriction under United Nations resolutions. This also includes the trade or economic sanctions, laws or regulations of the United Kingdom, European Union or United States of America. If you are found to be subject to, or associated with, such sanctions we may cancel or void your policy (treat it as if it never existed), including all other policies which you may have with us, and apply a cancellation charge.
15. We may only recover a vehicle from the scene of an accident if we have permission from the emergency services involved.
16. If there are any differences between the terms in this policy wording and any terms our breakdown professionals agree over the phone or in person, these written terms will apply.
17. We will not provide assistance if you or any passenger behave in a threatening or abusive manner to us or our breakdown professionals.
18. 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.
19. We will decide on the best way to recover you and your vehicle, which suits your needs wherever possible, based on the availability of resources in the area at the time of breakdown.

## Section H – 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. Breakdown and recovery assistance on the road within a 1/4 of a mile of your home address or the normal place of garaging that we have on record, unless you have paid for UK Breakdown Cover or European Breakdown Cover.
  3. 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.**
4. 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 (this does not apply to motorcycles).
  5. 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.
  6. 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.
  7. Any costs where specialist equipment is needed to move your vehicle into a position where we can try to repair or transport it. For example all charges for retrieving your vehicle from a ditch or field are your responsibility. Any vehicle or equipment other than a standard recovery vehicle would be considered specialist.
  8. 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.
  9. Breakdown and recovery assistance for vehicles involved in sporting events including racing, pacemaking, speed testing, rallies, trials and all other track based activities or practising for any such events, and those involved in leisure off road events.
  10. Breakdown and recovery assistance for vehicles involved in hire and/or reward uses (such as a taxi).
  11. 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.
  12. Major repairs, servicing, stripping down vehicles or reassembly (including repairing faulty brakes, steering, suspension or DIY work).
  13. 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.
  14. Any costs you have to pay if, following an accident, the police have temporarily removed the vehicle to a safe 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 **Section G** (General Conditions of Service), clause 6.
  15. Recovery if it would be dangerous or illegal for our breakdown professional to load or transport your vehicle. In these cases, our breakdown professional's decision is final.
  16. Help on garage premises which are not our breakdown professional's premises.
  17. We won't provide service or pay in the event of:
    - conflict, war (whether or not war is declared), civil war, terrorism (by cyber and/or nuclear and/or chemical and/or biological and/or radiological means), politically motivated unrest, rebellion or revolution;
    - riot or civil unrest that happens outside of the UK.
    - a national emergency;
    - anything which the Government or Highway Authority does or fails to do;
    - legal restrictions;
    - industrial disputes;
    - fire;
    - lightning;
    - explosion;
    - flood (except where the breakdown has occurred due to water damage while the vehicle was in motion/use);
    - subsidence; or
    - severe weather conditions.
    - events beyond our control.
  18. Any claims arising from speeding, alcohol or drug related incidents.
  19. More than one recovery per breakdown unless we agree otherwise.
  20. Transportation of any 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 being arranged and you will be responsible for the cost of that shipping.
  21. Where you agree for repairs to be conducted by our 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.
  22. Any losses, costs or damages which you suffer as a result of our failure to provide the services listed in **Sections C to F**.
  23. Any costs other than a tow to the nearest garage or service station if the breakdown is as a result of running out of fuel.
  24. Any costs incurred as a result of not carrying a serviceable spare tyre and wheel or approved emergency tyre inflation kit and equipment (if supplied by the manufacturer) for your vehicle, caravan or trailer unless it has not been built by the manufacturer to support the carriage of a serviceable spare tyre. This applies equally to full size or space saver alternatives.
  25. Breakdown and recovery assistance for vehicles using trade plates.

26. Any assistance or call out costs where you or your spouse/partner are not with the vehicle when the breakdown professional arrives at the vehicle, unless the vehicle is registered with us and being driven by your representative with your permission. In cases of the latter, your representative must be with the vehicle when our breakdown professional arrives.
27. Breakdown and recovery assistance for vehicles not registered in the UK.
28. Any cover or benefits if we have not attended the vehicle at the time of the breakdown except where you have lost or broken your vehicle keys, and a spare set is known to be at a nearby location.
29. Cover for vehicles linked to the motor trade or being moved as part of a commercial activity, even if you are using it for personal use at the time of breakdown. If we feel you are using your vehicle for any of these activities or not using for your own personal use, we may cancel your policy giving you 7 days notice.
30. Once we have delivered your vehicle to your required location our responsibility will end. Any charges in relation to storage of your vehicle will be your responsibility unless this has been agreed as part of the Missed Motorail Connection cover.

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.

**You can get this and other documents from us in braille, large print or in an audio format by contacting us.**