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Part of the **easy**[®] family of brands

Road Rescue Vehicle Breakdown Policy

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by Collinson Insurance. This cover is provided to **you** in return for payment of the premium.

To make a claim:

If you have broken down and need to notify us of a claim, please call our claims handler's 24-hour number: 0333 241 2481

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Who does it cover?

The policyholder named on the policy schedule whilst driving the **vehicle** registered on the policy schedule.

Key requirements

- This policy is available in respect of **vehicles** aged up to 15 years old from the date of first registration;
- Valid motor insurance must be held in respect of the **vehicle** at all times;
- **Vehicles** must be located within the **territorial limits (UK)** when cover is purchased and commences;

Motorplus Limited (trading as 'Coplus') uses the easyBreakdown brand under licence from easyBreakdown Ltd.
 Motorplus Limited. Registered in England and Wales with Company No. 03092837.
 Head Office: Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA.
 Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire PR7 7NA.
 Motorplus Limited is authorised and regulated by the Financial Conduct Authority (309657).

- This policy is not an alternative to the routine servicing or maintenance of any **vehicle**.

Please remember

This is a motor breakdown policy, designed to get **your vehicle** back on the road as quickly as possible. It does not cover the cost of parts or labour, and once **we** have taken **your vehicle** to a garage, **you** will need to arrange and pay for any repairs **yourself**. This policy is not an alternative to routine servicing of any **vehicle**, nor is it designed to avoid paying for repair costs when required.

Your responsibility

You are required under the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

- a. Supply accurate and complete answers to all the questions **we** may ask as part of **your** application for cover under the policy.
- b. 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 **you** will not be able to make a claim.

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,
- 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.

Please read this policy carefully so that **you** understand the cover **we** are giving **you** and follow **our** rules. It's important that **you** keep this policy wording and **your** policy schedule in a safe place in case **you** need to look at them later.

How to make a claim

If **you** have broken down and need to notify **us** of a claim, please call **our claims handler's** 24-hour number **0333 241 2481**.

Our regulator and insurer

Motorplus Limited (trading as 'Coplus') uses the easyBreakdown brand under licence from easyBreakdown Ltd, and is authorised and regulated by the Financial Conduct Authority. Motorplus Limited manufactures, provides, and administers all easyBreakdown branded insurance policies, and customers who purchase these policies are customers of Motorplus Limited. 'easyBreakdown' is a licensed brand and is not owned by Motorplus Limited.

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Collinson Insurance. This Insurance is effected in England and is subject to the Laws of England and Wales.

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708616. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.

Privacy Statement

For full details of how Coplus protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>.

How to complain

If **you** have a complaint, please follow the guidance below and **we** will provide assistance as soon as possible:

If **your** complaint is about the sale of the policy contact:

The Quality Assurance Manager

Coplus

Floor 2

Norfolk Tower

48-52 Surrey Street

Norwich

NR1 3PA

Telephone: **01603 420 007**

Email: qualityteam@coplus.co.uk

If **your** complaint is about the handling of a claim, please contact:

Call Assist Limited

Axis Court

North Station Road

Colchester

CO1 1UX

Telephone: **01206 771 788**

Email: customerservices@call-assist.co.uk

We aim to issue a final response within 8 weeks of receiving it **your** complaint. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we'll** explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you're** still not happy or haven't received a final answer 8 eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Telephone: **0800 023 4567** (free for people calling from a landline) or **0300 1239 123**

Email: complaint.info@financial-ombudsman.org.uk

Following this complaints procedure does not stop **you** from taking legal action.

Customer services

To view, amend or cancel **your** policy, **you** can do this by logging into **your** online portal easybreakdown.com. If **you** do require further support, please contact **our** customer support team by emailing customersupport@coplus.co.uk.

Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning **020 7741 4100**.

Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

Meaning of words

The following words shall have the meaning given below wherever they appear in bold in this document.

Wording	Meaning
Accident	A collision immediately resulting in the vehicle being immobile or unsafe to drive.
Breakdown	Any or all of the following occurring to the vehicle within the territorial limits shown on your schedule which immediately results in the vehicle being immobilised or illegal or dangerous to drive:

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	<ul style="list-style-type: none"> • Unforeseen electrical or mechanical failure; • Accident; • Fire, theft or vandalism; • Lack of fuel; • Misfuelling of the vehicle; • Flat battery; or • A puncture to the tyre(s) of the vehicle.
Callout(s)	The deployment of a roadside agent to your vehicle .
Claims Handler	Call Assist Limited, Axis Court, North Station Road, Colchester, Essex, CO1 1UK.
Home Address	The address you live in within the territorial limits (UK) .
Home Assist	Assistance within a one-mile radius of your home address .
Misfuelling	Mistakenly putting petrol in the fuel tank of a diesel engine vehicle , or diesel in the fuel tank of a petrol engine vehicle .
Period of Insurance	12 months from the date of inception of this policy.
Roadside Agent(s)	The agent appointed by the claims handler to assist you .
Specialist Equipment	Non-standard apparatus or recovery vehicles which in the opinion of the roadside agent are required to recover the vehicle . Specialist equipment includes but is not limited to winching and specialist lifting equipment.
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, Hungary, Italy, 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 the Bosphorus) and Vatican City.
Territorial Limits (UK)	Great Britain, Northern Ireland, Channel Islands and the Isle of Man.
Vehicle	The car, motorcycle, motor-trike, van below 3.5 tonnes, kit cars, driving school vehicles, towed caravan and trailers shown on your policy schedule as being eligible for this cover.
We/Us/Our	Motorplus Limited t/a Coplus acting on behalf of Collinson Insurance.
You/Your/Yourself	The person named on the policy schedule as the holder of this policy.

Cover

Your schedule will state which level of cover applies.

Essential Cover – Local Recovery and Roadside Assistance

In the event of a **breakdown** which occurs within the **territorial limits (UK)**, and more than one mile from **your home address**, **we** will send help to the scene of the **breakdown** and arrange to pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of the **roadside agent** they are unable to repair the **vehicle** at the roadside **we** will assist in the following way:

- Arrange and pay for **your vehicle**, **you** and up to 7 passengers to be recovered to the nearest **suitable garage** which can undertake the repair provided this is 10 miles or less 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**, **you** and up to 7 passengers to be transported to **your** chosen destination provided this is 10 miles or less from the scene of the **breakdown**.

Any recovery 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 the **claims handler** of the address **you** would like the **vehicle** taking to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

Enhanced Cover - Local Recovery, Roadside Assistance and Nationwide Recovery

If **you** have opted and paid for Enhanced Cover, it includes all of the same benefits as Essential Cover, with the addition of Nationwide Recovery.

If **your vehicle** cannot be repaired within the same working day in accordance with Essential Cover, **we** will arrange to transport **your vehicle**, **you** and up to 7 passengers to be transported to **your home address**, or if **you** would prefer and it is closer, **we** will arrange to transport **your vehicle** to **your** original destination within the **territorial limits (UK)**.

Any recovery 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 the **claims handler** of the address **you** would like the **vehicle** taking to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

Alternative Transport

We will pay up to £250 (up to £750 in the **territorial limits (Europe)** if you have purchased Total European Cover) towards the reasonable cost of alternative transport or vehicle hire. **We** will also pay up to £100 towards the reasonable cost of alternative transport for one person to return and collect the repaired **vehicle**.

Driver Illness or Injury

In the event **you** suffer an illness or injury whilst away from **your home address** and none of **your** passengers are qualified and competent to drive, **we** will arrange and pay for **your vehicle** to be transported by a **roadside agent** or driven by a chauffeur to **your home address**. A medical certification clearly stating that **your** illness or injury is preventing **you** from driving will be required before any claim is authorised. **You** must pay any costs relating to obtaining the medical certificate.

Emergency Overnight Accommodation

We will pay a maximum of £150 for a lone traveller or £75 per passenger when not travelling alone for one night on a bed and breakfast basis. The maximum payment per incident is £500.

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** keys within **your vehicle**, **we** will pay the **callout** and mileage charges back to the **roadside agent's** base or **your home address** if closer. All other costs incurred, including any **specialist equipment** needed to move the **vehicle**, will be at **your** expense.

Message Service

If **you** require, **we** will pass on two messages to **your** home or place of work to advise that **your vehicle** has broken down.

Conditions applying to Alternative Transport & Emergency Overnight Accommodation Cover

- a. These services will 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 the **claim's handler**. The policy will only pay for a hire vehicle which **we** deem is appropriate for **your** requirements and is available at the time assistance is provided. **We** will only reimburse claims when **we** are in receipt of a valid invoice or receipt;
- b. The **vehicle** must be repaired at the nearest **suitable garage** to the **breakdown** location;
- c. The **vehicle** cannot be repaired the same working day;
- d. The **breakdown** did not occur within 20 miles of **your home address**;
- e. **We** will determine which benefit is offered to **you** depending upon the circumstances of the **breakdown** and what is the most cost effective option for **us**.

Complete Cover - Local Recovery, Roadside Assistance, Nationwide Recovery and Home Assist

If **you** have opted and paid for Complete Cover, it includes all the same benefits as Enhanced Cover, with the addition of **home assist**.

We will send help to **your home address** or within a one-mile radius of **your home address** in the event **your vehicle** suffers a **breakdown**.

If, in the opinion of the **roadside agent**, they are unable to repair **your vehicle** at the roadside, **we** will arrange and pay for **your vehicle** and up to 7 passengers to be recovered to the nearest **suitable garage** which is able to undertake the repair.

Any recovery 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 controller of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** is at **your** own risk.

Total European Cover - Local Recovery, Roadside Assistance, Nationwide Recovery, Home Assist and European Cover

If **you** have opted and paid for Total European Cover, it includes all the same benefits as Complete Cover, with the addition of assistance within the **territorial limits (Europe)**. Cover will be provided within Europe where the maximum duration of any single trip does not exceed 90 days in any one consecutive 12-month policy period.

We will send help to the scene of the **breakdown** and arrange to pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of the **roadside agent**, they are unable to repair the **vehicle** at the roadside **we** will assist in the following way:

- Arrange and pay for **your vehicle**, **you** and up to 7 passengers to be recovered to the nearest **suitable garage** able to undertake the repair.
- If the **vehicle** cannot be repaired within 48 hours or by **your** intended return, whichever is the later, **we** will arrange for **your vehicle**, **you** and up to 7 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)**.

Special Conditions Applying to Europe

- If **you** have broken down on a motorway or major public road in France and some other European countries, **you** will need to seek assistance from the roadside SOS phones, which will be answered by the police. They will arrange for local services to tow **you** 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 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.
- If **you** have broken down in a European country during a public holiday, many services will be closed during the holiday period. In these circumstances, it may take more time for **us** to assist **you** and effect a repair to **your vehicle**. **We** cannot be held liable for any delays in reaching **your** destination.
- **We** will provide service in the **territorial limits (Europe)** where the maximum duration of any single trip does not exceed the period which is noted on **your** policy schedule. 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**.

General Information Regarding European Breakdown

Remember to take **your** V5C **vehicle** registration document with **you** during **your** journey. **You** will need to carry the original, as proof of ownership of the **vehicle**. If **you** are not the owner of the **vehicle**, **you** will need a letter of authority from the owner and a Vehicle on Hire Certificate (VE103) instead.

If **your** V5C registration document or VE13 document is not immediately available, **you** will be held liable for any costs incurred.

Regulations are different when **you breakdown** in Europe and help may take longer in arriving. **We** will require as much information as possible from **you** regarding the location of **your vehicle**. **We** will need to know if **you** are on an outward or inward journey and details of **your** booking arrangements. When **we** have all the required information **we** will liaise with **our** European network, **you** will be kept updated. For this reason, **we** ask that **you** remain at the telephone number **you** called from.

Policy conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable for **your** insurance to remain in full force and effect.

1. If **we** have not received details of **your** cover prior to assistance being required, **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** subsequently 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;
2. **You** must remain with or nearby the **vehicle** until help arrives, provided it is safe to do so;
3. **You** must ensure personal possessions are removed from the **vehicle** prior to **your vehicle** being recovered;
4. If a **callout** is cancelled by **you** and a **roadside agent** has already been dispatched, a **callout** will still be deducted from **your** policy. **We** recommend that **you** 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** may charge **you** for any costs incurred as a result of incorrect location details being provided to **us**;
6. **We** may 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 controllers or the **roadside agent**.
7. **Your vehicle** must be registered at and ordinarily kept at an address within the **territorial limits (UK)**;
8. **Your vehicle** must have a valid MOT certificate, if it is required to have one;
9. The **vehicle** must be covered under a valid motor insurance policy at all times;
10. **Vehicles** must be located within the **territorial limits (UK)** when cover is purchased and commences;
11. **You** must provide proof of outbound and inbound travel dates if **we** request them;
12. **We** will only pay ferry and toll fees within the **territorial limits (UK)**;
13. If **we** can repair **your vehicle** at the roadside, **you** must immediately pay for any parts supplied and fitted by debit or credit card;
14. If the **vehicle** is recovered to a garage that can repair the **vehicle** within the terms stated, the repair must be carried out there. **You** must have adequate funds to pay for the repair immediately. If **you** do not have funds available, any further service related to the claim will be refused;
15. **You** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If **you** do not have funds available, any further service related to the claim will be refused;
16. 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 benefit **we** have paid out from **you** in order to pay for the uninsured service;
17. **We** may refuse to provide a service if **you** have an outstanding debt with **us**;
18. If **you** have a right of action against a third party, **we** reserve the right to recover any costs incurred by **us** and **you** must co-operate with **us** in doing so;
19. If **you** are covered by any other insurance policy for any costs incurred by **us**, **you** must claim these costs from the insurer and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party;
20. **Our roadside agents** must comply with the relevant law and regulations limiting the number of hours they can drive. Regular breaks and 'changeovers' may be required when transporting **your vehicle**;
21. **We** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided, under any circumstances;
22. This policy is not transferable to another person;
23. If the **vehicle** is unroadworthy in the opinion of **our roadside agent** due to lack of maintenance, **we** may terminate **your** policy immediately by notifying **you** by letter to **your home address**, unless **you** are able to provide up to date servicing records.

Advice in the event of a breakdown

- Pull as far off the road as **you** can.
- Switch on **your** hazard lights.
- Call **us** on **0333 241 2481** in the **United Kingdom** or on **+44 1206 812815** from other parts of Europe.
- If **you**'ve got a smartphone, **you** could use its map to try and pinpoint **your** location.
- Let **us** know if **you**'re on **your** own, in a vulnerable situation, or have children with **you**.

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- Let **us** know, too, if there's anyone **you'd** like **us** to contact for **you**.
- Put up **your** warning triangle if **you** have one.
- Lift up **your** bonnet if the weather is fine, as this will be easier for **our** mechanic to find **you** when they are in the area.
- When the mechanic does arrive, make sure he identifies **you** by name, and shows **you** his ID.

If you breakdown on a motorway

- Be extra careful if **you** break down on the motorway.
- Try to pull in by one of the emergency phones, or in the refuge area if there is one. By using an emergency phone, the police will automatically be given **your** location.
- If **you** can't drive that far, walk along the hard shoulder to the nearest emergency phone. There's one every mile along the motorway, and there are marker posts every 100 metres pointing in the direction of the nearest one.
- Never cross the carriageway to get to a closer phone.
- Lift the receiver and it connects automatically. It's free to use, and the control centre will know exactly where **you** are.
- Tell them **your** registration number, and details of **your** insurance.
- While **you're** waiting for **us** to get to **you**, make sure all passengers leave the **vehicle** by the doors furthest from the road, and stand well back from the traffic.

General exclusions (applying to all sections of this policy)

We will not pay for claims arising from or associated with:

1. **Vehicles** aged over 15 years from date of first registration;
2. The transportation of horses or livestock;
3. 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 towing hitch; or
4. **Breakdowns** to the caravan or trailer itself when not attached to the **vehicle**;
5. A **callout** where glass or windscreens have been damaged;
6. **Vehicles** that are not secure or have faults with electric windows, sunroofs or locks not working, unless the fault occurs during the course of a journey and **your** safety is compromised;
7. **Breakdowns** caused by failure to maintain the **vehicle** in a roadworthy condition including maintenance or proper levels of oil and water;
8. Costs incurred in addition to a standard **callout** for the cost of supplying a spare wheel and tyre if:
 - a. **your vehicle** is not carrying a serviceable spare wheel and is equipped to do so;
 - b. or is not equipped with an aerosol repair kit, or the appropriate jack;
 - c. or the locking mechanisms for the wheels are not immediately available to remove the wheels.
9. Costs incurred in respect of **specialist equipment**, additional manpower and/or recovery vehicles;
10. Costs incurred in respect of 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;
11. Overloading of the **vehicle** or carrying more passengers than it is designed to carry;
12. **Vehicle** faults which have not been remedied or repaired by a **suitable garage** where **you** have requested a **callout** within the last 28 days;
13. 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 recovery takes effect, **we** will only recover the **vehicle** and passengers to one address in respect of any one **breakdown**;
14. Any **vehicle** which is not listed on **your** policy schedule as being eligible for **breakdown** cover;
15. A **breakdown** following use of the **vehicle** for:
 - a. rental/ hire;
 - b. public hire;
 - c. private hire;
 - d. courier services; or
 - e. racing, off road driving, rallies, track days, duration or contest or speed trials or practice for any of these activities;
16. Minibuses, commercial vehicles over 3,500kg (3.5 tonnes), motorhomes, horseboxes, or limousines;
17. **Vehicles** exceeding 3,500 kg (3.5 tonnes) gross vehicle weight;
18. **Vehicles** more than 8.5 metres long, 2.5 metres wide and 3.5 metres high;
19. Assistance if the **vehicle** is in an illegal condition, untaxed, uninsured or unroadworthy;
20. Assistance if the **vehicle** breaks down in a place **we** cannot access or will be dangerous or illegal to transport;
21. The cost of any parts, components or materials used to repair the **vehicle**;
22. Repair and labour costs other than the cost of half an hour roadside labour at the scene of the **breakdown**;
23. The use of **specialist equipment** if the **vehicle** has modifications which impede the usual method of recovery;
24. The cost of draining or removing contaminated fuel;

25. Storage charges;
26. A **breakdown** which occurs:
 - a. prior to the start date of this policy or within the first 24 hours of the start date of this policy; or
 - b. prior to the date the **vehicle** was placed on cover;
(This exclusion does not apply to policies at renewal or where there is continuous cover transferred from another rescue provider);
27. More than six **callouts** in any one **period of insurance** if **you** have purchased Essential Cover or Enhanced Cover. There is no limit to the number of **callouts** if **you** have purchased Complete Cover or Total European Cover;
28. Claims totalling more than £15,000 in any one **period of insurance**;
29. Any costs or expenses not authorised by the **claims handler**;
30. The cost of food (other than breakfast when overnight accommodation is provided), drink, telephone calls or other incidental costs;
31. Expenses incurred prior to a claim being agreed and authorised by **us**;
32. Charges made by any other company (including police recovery) other than the **roadside agent's** costs, a car hire agency' or accommodation charges which have been authorised by **us**;
33. Any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**;
34. Any costs that would have been incurred if no claim had arisen;
35. Any false or fraudulent claims;
36. The cost of alternative transport other than to **your** destination and a return trip to collect **your** repaired **vehicle**;
37. The cost of fuel, oil or insurance for a hire vehicle;
38. 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;
39. Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired;
40. Any damage or loss to **your vehicle** or its contents and any injury to **you** or any third party caused by **us** or the **roadside agent**;
41. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy, including (but not limited to), the cost of collecting **your vehicle** from a repairer or for costs incurred by **you** having to take time off work due to a **breakdown**;
42. Failure to comply with requests by **us** or the **claims handler** concerning the assistance being provided;
43. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**;
44. Fines and penalties imposed by a court;
45. Loss or damage arising as a consequence of:
 - a. War, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
 - b. Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
 - c. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
 - d. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
46. Any loss, injury, damage, or legal liability directly or indirectly from:
 - a. The failure of any computer or other electrical component to correctly recognise any date as its true calendar date.
 - b. Computer viruses.

Additional Exclusions applying to the European Assistance

We will not pay for claims arising from or associated with:

1. Service where repatriation costs exceed the market value of the **vehicle**;
2. Any **vehicle** not registered on the policy schedule;
3. The cost of recovery from a European motorway exceeding £150;
4. Repatriation to the **territorial limit (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 **territorial limit (UK)**;
5. Repatriation if the **vehicle** can be repaired but **you** do not have adequate funds for the repair;
6. Any claim where the duration of a single trip is planned to or subsequently exceeds 90 days.

Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact **us** 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.

You may cancel the insurance cover after 14 days by informing **us**, as long as no claims have been made or are pending, **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the period of cover provided.

To cancel **your** policy, **you** can do this by logging into **your** online portal easybreakdown.com and following the cancellation process.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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 suspects 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 accurate and complete answers to the questions **we** ask.
- f. **You** do not or are not willing to co-operate in the event of a claim.

If **we** cancel the policy and/or any additional cover **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.

Where **our** investigations provide evidence of fraud or misrepresentation, **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. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

Arbitration clause

In the event of a disagreement between **you** and **us**, **our** aim is to make things simple and fair. If the matter cannot be resolved via **our** complaints procedure then **you** can reach out to the Financial Ombudsman Service for assistance. For broader disputes, **we** can turn to arbitration. **We** can jointly pick an arbitrator – it could be a solicitor or barrister. **We** will agree on this together in writing. In case **we** can't reach an agreement the Chartered Institute of Arbitrators can step in to help **us** choose someone. The arbitrator's decision is final, and **we** both have to abide by the outcome. The Arbitrator will also determine who pays the costs of the arbitration process, if costs are awarded against **you**, they are not covered under this **policy**. This arbitration condition does not affect **your** rights to take separate legal action.

Other formats

If **you** require this document in any other format, please do not hesitate to contact **us**.

Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored or recorded.

Renewals

If **you** wish to renew this insurance policy, please access **your** online portal on easybreakdown.com.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

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 in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Collinson Insurance Privacy Notice

How we use the information about you

As a data controller, we collect and process information about **you** so that we can provide **you** with the products and services **you** have requested. We also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to **you**.
- Issue **you** this insurance policy.
- Deal with any claims or requests for assistance that **you** may have.
- Service **your** policy (including claims and policy administration, payments and other transactions).
- Detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect our legitimate interests.

To administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by us and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy.

Processing your data

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with us.
- Is in the public or **your** vital interest: or
- For our legitimate business interests.

If we are not able to rely on the above, we will ask for **your** consent to process **your** data.

How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union. We will need to keep and process **your** personal information during the **period of insurance** and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that **you** have given us.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about **you**. If **you** would like a copy of some or all of **your** personal information please contact us by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask us to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact our Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>.