

A photograph of a large, light-colored stone house with a gabled roof and a chimney. A blue SUV and a light blue car are parked in the driveway. The house has a small porch over the entrance. The sky is blue with some clouds.

BREAKDOWN INSURANCE

Policy Wording

INTRODUCTION

The Insurer

Your Policy is arranged and administered by Policy Excess Insure Limited, trading as PEX Insure, on behalf of Financial & Legal Insurance Company Limited. Policy Excess Insure Limited are authorised and regulated by the Financial Conduct Authority under firm reference number 836031. Registered in England and Wales under Company No. 10706852. The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England and Wales under company number 03034220.

Insurance Policy

This is Your Policy Wording. It is only valid when coupled with Your certificate of insurance. These two documents make up Your insurance contract between you and the insurer. Please keep these documents in a safe place. We recommend that you review Your cover periodically to ensure that it continues to meet Your needs.

Claims

QDOS accident assistance Ltd trading as QDOS Assistance are authorised by Financial & Legal Insurance Company Limited to handle all claims under this insurance policy.

Cancellation

In line with Our statutory obligations You may cancel this insurance policy within 14 days of receiving it, providing no claims have been made against the Policy then a refund of your premium will be issued. Full details of the process and timeframes are offered when requesting a cancellation at nova-direct.com/customer-service. Should You choose to cancel Your policy after the 14-day cooling off period We will not make a refund. To cancel Your insurance policy, please do so via My Account at nova-direct.com/login

We are not bound to accept the renewal of any insurances and may at any time cancel this Policy by sending You 14 days' notice in writing to the email address provided at point of purchase. Valid reasons for cancellation may include, but are not limited to:

- Fraud,
- Non-payment of Policy premium,
- Threatening, abusive, racist or xenophobic behaviour, towards staff or employees,

- Non-compliance with Policy terms and conditions, Failure to reveal or hide facts which may influence our acceptance of Your Policy and/or Claim,
- Deliberately misrepresent facts to us, be deliberately dishonest or grossly exaggerate, or forge fraudulent information/documentation in order to influence our acceptance of Your Policy and/or Claim.

Renewals

You agree to automatically renew Your Policy with us unless You specifically notify us that You do not wish to renew Your cover. We will write to You before Your Policy expires with full details of Your premium along with the terms and conditions for the next Policy year. When We offer You further periods of insurance We reserve the right to change Your premium.

Short-term European breakdown policies, those purchased for a single European trip, are not automatically renewing.

You may opt out of auto-renewal via My Account by visiting nova-direct.com/login. Help and guidance can be found at nova-direct.com/customer-service. Details of Your renewal invite will be emailed to You on the email provided at the point of purchase 21 days prior to the expiry of Your policy. To ensure continuation of cover, Your card will be charged 7 days prior to the expiry of Your existing policy. Should Your payment card decline we will message You a payment link allowing You to pay online in order to ensure continuation of cover. Should You fail to pay for Your cover prior to the expiry of Your policy, Your policy will automatically lapse.

Eligibility for cover

If Your Vehicle suffers a Breakdown which occurs during the course of a journey, we will provide assistance for any accordance with the policy wording and dispatch costs involved for either the roadside assistance and/or recovery to the nearest Suitable Garage (not including parts and labour) during the period of cover and within the territorial limits.

We will provide cover if:

1. You have met all the terms and conditions within this policy.
2. The information provided to Us, as far as You are aware, is correct.

The driver of the Vehicle must remain with or nearby the Vehicle until help arrives. You must be contactable at all times during the course of Your Breakdown. You must not leave Your Vehicle, or turn Your Phone off whilst assistance is being arranged and provided.

In order to raise a claim with us a claim form will need to be completed over the telephone. To do this we will require the following information:

1. Your Policy Number,
2. Your vehicle's make, model and registration number,
3. The exact location of Your Vehicle including a Postcode,
4. The Nature of Your fault,
5. Telephone number we can contact You on at all times.

Recovery will be dispatched to the location given to us.

In order to raise a claim for a flat or punctured tyre, We require that You have on Your possession the following:

1. The locking wheel nut, if your vehicle requires it
2. A fully serviceable spare, or space saving, wheel
3. A jack

If you have an aerosol kit, and require assistance, the Claims Handlers operator may provide telephone support on how to self-administer the kit as required.

In the event of a Breakdown a message forwarding service is available. We can contact someone on Your behalf to inform them of Your Breakdown should You require. Attendance by a Breakdown Agent cannot be used as a reason by Your or any other driver of Your Vehicle to avoid the cost of repairing Vehicle.

BREAKDOWN ASSISTANCE

Call **0330 828 6354**

Our lines are open 24 hours a day, 7 days a week, 365 days a year. Please have your policy number to hand to speed up the claims process.

YOUR POLICY REFERENCE

You can use this space to make a note of your policy reference. You'll find this on your Policy Schedule.

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BREAKDOWN COVER LEVELS

The following benefits, as defined below, apply to each of the following cover types where an ✓ is indicated. Each policy benefit is subject to the terms of the policy outlined in this document.

	Basic Cover	Bronze/Bronze XS Cover	Silver/Silver XS Cover	Gold/Gold XS Cover
Local Recovery	✓	✓	✓	✓
National Recovery		✓	✓	✓
Roadside Assistance	✓	✓	✓	✓
Home Assistance			✓	✓
European Cover				✓
Alternative Travel			✓	✓
Overnight Accommodation			✓	✓
Misfuel & Out Of Fuel	✓	✓	✓	✓

DEFINITIONS

Any word defined below will have the same meaning wherever it appears in this policy.

Accident - a collision with another vehicle, object or person, including potholes, that immediately rendering the Vehicle immobile or unsafe to drive.

Breakdown - an electrical or mechanical failure which immediately renders the Vehicle immobile.

Broker - means the insurance intermediary who sold You this policy and who is named in Your insurance schedule.

Claims Handler - means QDOS accident assistance Ltd trading as QDOS Assistance.

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

Excess - the first part You pay under Your Primary Insurance Policy under the terms of that Policy. Applicable to Basic, Bronze XS, Silver XS and Gold XS levels of cover.

Fault – a break or other defect in an electric circuit or piece of machinery resulting in the immobilisation of Your Vehicle.

Immobile – means not moving, motionless, incapable of moving and/or being moved.

Limp Mode – means the safety feature built into Your vehicle to protect the engine from potential damage. The Limp Mode feature limits Your vehicle's speed in the event of an engine diagnostic query being raised by Your onboard computer.

Mechanical – means the moving parts of a vehicle.

Mitigate - the principle in law that a party who has suffered a loss has to take reasonable action to minimize the amount

of loss suffered thereby accepting the cheapest and most economic claims outcome possible as dictated by the Claims Handler.

Misfuelling – means accidentally and involuntary filling Your Vehicle's fuel tank with inappropriate fuel.

Mobile – means capable of moving forwards and backwards.

Repairs – Any repairs undertaken during a Roadside Assistance are deemed to be temporary in nature only. Following a Repair Your Vehicle must be taken immediately to a garage for permanent repairs to be made.

Short Term European - a single trip to Europe, lasting no more than 45 days.

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

Territorial Limits - means England, Scotland, Wales, Northern and Southern Ireland.

Unique - limited to a single fault. Where the same fault occurs twice, We may only respond where You can prove that the original fault was rectified by a Suitable Garage and evidenced in writing. In the event of a Breakdown You may be required to choose from Roadside Assistance or a Local Recovery. Acceptance of either Roadside Assistance or Local Recovery may be deemed acceptance of the single fault. Any follow up calls for assistance may be considered second faults for the purposes of this policy.

Vehicle - means the non-fully electric car, light van or motorcycle detailed on Your certificate of insurance, which does not exceed 3,500kg (3.5 tonnes) gross weight, 5.5 metres (18 feet) length, 2.3 metres (7 feet 5 inches) width and 3 metres (9 feet 8 inches) height, including mirrors.

We/us/our/The Company – means Policy Excess Insure Ltd trading as Nova Direct on behalf of Financial & Legal Insurance Company Limited.

You/Your - means the person who took out this policy and is named as the Policyholder, and who is named as the Policyholder within the primary insurance policy.

Roadside Assistance



We will arrange to send roadside assistance to the scene of the of the **Breakdown** and assist for up to 60 minutes. We will pay call out fees and mileage charges needed to repair or assist with the **Vehicle**. Any repairs undertaken during a Roadside Assistance are deemed to be temporary in nature only. Following a **Repair Your Vehicle** must be taken immediately to a garage for permanent repairs to be made.

If, in the opinion of **Our Breakdown** and recovery operator, they are unable to repair the **Vehicle** at the roadside We may assist by providing **Local** or **National Recovery** as required.

Local Recovery

Cover applies within the **Territorial Limits**, more than one mile from your home address. We may arrange for **You, Your Vehicle**, and up to 4 passengers to be recovered to the nearest **Suitable Garage** within 15 mile round trip radius.

National Recovery



Cover applies within the **Territorial Limits**, more than one mile from **Your** home address. If **Local Recovery** is not possible at the time of the **Breakdown**, or **Your Vehicle** cannot be repaired same day, We may arrange for **You, Your Vehicle** and up to 4 passengers to be transported to **Your** home or original destination within the **Territorial Limits**.

Home Assist



Cover applies within the territorial limits at **Your** home address. We may arrange provide **Roadside Assistance**. If however, in the opinion of **Our Breakdown** and recovery operator, they are unable to repair the **Vehicle** at the roadside We may assist by providing **Local** or **National Recovery** as required.

Misfueling & Out Of Fuel



Cover applies whilst you are on the fuel station forecourt only, where you have misfuelled your vehicle. We will drain your fuel tank and replenish the fuel tank with 10 litres of fuel, subject to

an additional excess of £100. Notification of the claim must be prior to you leaving the fuel station forecourt

Onward Travel



Onward travel benefits only apply where the **Breakdown** location is more than 50 miles from **Your** home address or original destination within the **Territorial Limits**. Once **Your Vehicle** has been locally recovered to the nearest **Suitable Garage**, if the repair cannot be made within the same day, instead of **National Recovery** We may instead organise one or more of the following:

- Rail, bus, coach, or equivalent costs of more convenient travel, to enable **You** and **Your** passengers to continue **Your** journey to your home or original destination within the **Territorial Limits**.
- Overnight hotel or bed and breakfast accommodation, up to £75 (including VAT) per person and up to £250 in total. Overnight accommodation may only be used under this policy section where we have arranged for **Local Recovery** of **Your Vehicle** to a **Suitable Garage** where repairs are being undertaken.
- Car Hire Benefit : a hire car during the time your **Vehicle** is undertaking repairs. Where available, this may be an equivalent **Vehicle** at Group A up to a maximum of £50 per day for up to 2 days in total. You must be able to satisfy any requirements of the **Vehicle** hire company, and **You** may be responsible for any standard charges such as excess and fuel. A hire **Vehicle** may only be used under this policy section where we have arranged for **Local Recovery** of **Your Vehicle** to a **Suitable Garage** where repairs are being undertaken.

Please note that onward travel benefits operate on a pay and reclaim basis. Please obtain an invoice/receipt and submit this as part of **Your** claim to claims@theclaimsmanager.com.

European Cover



Roadside assistance, local recovery and onward travel benefits in this section are extended to **Europe** up to 31 days per trip. Each trip must start and finish at **Your** home address. **You** must notify us of **Your** intention to travel prior to **Europe** prior to **Your** departure in order to be covered. Where the distance of recovery from **Your** location to a **Suitable Garage**, **Your** home address or **Your** original destination is greater than 50 miles, you may be required to pay the additional mileage charges to the operator prior to the recovery.

Short Term European Cover



Cover under this section applies to all Policies purchased for a single trip to Europe, for a period of 45 days or less. We cover You, in Your Vehicle, for one European trip. You must notify us of Your intention to travel prior to Europe prior to Your departure in order to be gain assistance.

We will arrange for either Roadside Assistance or Local Recovery.

Roadside Assistance : We will arrange to send roadside assistance to the scene of the of the Breakdown and assist for up to 60 minutes. We will pay call out fees and mileage charges needed to repair or assist with the Vehicle. Any repairs undertaken during a Roadside Assistance are deemed to be temporary in nature only. Where the distance of recovery from Your location to a Suitable Garage or Your original destination is greater than 30 miles you may be required to pay the additional mileage charges to the operator prior to the recovery.

Local Recovery : You, Your Vehicle and up to 4 passengers to be recovered to the nearest Suitable Garage within 15 mile round trip radius.

On rare occasions were assistance cannot be arranged, due to lack of contractor availability, We may authorise a pay and reclaim service. Prior approval from our Claims Teams is required, following acceptance of the claim. Upon approval You may arrange Roadside Assistance or Local Recovery. We will cover up to €75.00 per callout. In the event of Local Recovery We will also cover up to €2.00 per mile to a maximum of 30 miles or €60.00, whichever is lower in value. Please retain any receipt(s) or invoice(s) as these will be required to reclaim the costs. To arrange reimbursement please visit nova-direct.com/customer-service, select Claims followed by Breakdown.

Breakdown on French Motorways

Motorways in France are privately managed. If You Breakdown on a French motorway or motorway service area, We cannot arrange for assistance to be sent to You.

In the event of a French Breakdown, you must:

1. Get to an emergency telephone box. Press the button and the police may send assistance to Your location.
2. If You are using a public phone, dial 17 or, from a mobile

phone, dial 112.

3. Once You have been towed off the motorway/service area, please call Us further assistance.

Callout Limit

You are covered for unlimited call outs, subject to the Policy indemnity limit. If you are on a 1 Call product, your unique call outs are limited to 1 call out during the Policy period only.

Indemnity Limit

Our liability is any period of insurance, which is 12 months, is limited to £1,500 per claim to a total of £2,600 in the policy period. These amounts are after the deduction of any applicable policy Excess, which is £40.00.

BREAKDOWN GENERAL CONDITIONS

The following terms and conditions apply to all sections of this policy:

- i. 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 the Claims Handler or Our Breakdown and recovery operators.
- ii. In the event that a recovery agent is deployed to You, should You cancel the agent mid-route for any reason, We reserve the right to deny any repeat calls for assistance for the same event and You will loose a call out from Your policy.
- iii. You must be able to evidence that You have used Your Vehicle within the last 30 days.
- iv. If, in Our opinion, the Vehicle is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, We may cancel Your policy.
- v. In the event You use the service and the fault is subsequently found not to be covered by the policy You have purchased, or the cover is invalid, We reserve the right to reclaim any monies from You in order to pay for the out of cover service.
- vi. Where a recovery is required to a garage, We will hold the sole dictation on the garage We dispatch Your vehicle to. In the first instance You are at liberty to nominate Your preferred garage within the mileage radius. If You refuse to do so, We will choose a garage for You. Where Your Vehicle is recovered to a garage

- for You. Where Your Vehicle is recovered to a garage. We do not take responsibility for any delays which may occur for parts delivery or repair times.
- vii. Repairs must be carried out if the Vehicle is recovered to a Suitable Garage and they can repair the Vehicle. You must have adequate funds to pay for the repair immediately. If the Vehicle cannot be repaired same day, and it is necessary to transport Your Vehicle onward, We may take Your Vehicle Home.
- viii. You must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. Onward Travel and Overnight Accommodation claims are handled on a strict pay and reclaim basis.
- ix. Where Roadside Assistance has been successfully provided, You must take Your Vehicle to a Suitable Garage immediately to have the fault rectified. You must obtain proof of the rectification and provide this to Us upon request. Failure to do so will result in repeat Claims for the same fault being denied.
- x. We reserve the right to recover Your immobilised Vehicle in accordance with and subject to any legislation, which affects drivers' working hours including but not limited to the COVID19 Lockdown Regulations.
- xi. The transportation of livestock (including dogs) will be at the discretion of the Breakdown and recovery operator. Alternative transport can be arranged but You will need to pay for this service immediately by credit or debit card.
- xii. 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.
- xiii. We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.

BREAKDOWN GENERAL EXCLUSIONS

This policy will not apply for any claim caused by, arising from, or relating to, the following:

- i. Any Breakdown assistance within 48 hours of purchase unless Your Policy has been renewed with Us or is Short Term European cover.
- ii. Battery, ignition, electrical or non-starter faults within the first 30 days of the commencement of the policy.
- iii. Vehicles not registered with Us, including failure to update with Us Your Vehicle details such as Make, Model and Registration Number.
- iv. Vehicles in Limp Mode.
- v. Repatriation of Your vehicle from Europe.
- vi. Use of vehicles used for any professional means, business or trade such as delivery or taxi drivers.
- vii. Any claims relating to the following:
 - a.) Vehicles exceeding 3,500kg (3.5 tonnes) in weight.
 - b.) Vehicles more than: 5.5 metres (18 feet) long, 2.3 metres (7 feet, 5 inches) wide and 3 metres (9 feet, 8 inches) height, including mirrors.
- viii. Breakdown caused by failure to maintain the Vehicle in a roadworthy condition including maintenance of proper levels of oil, water or tyres. Our Claims Handler will consult the MOT database to verify information.
- ix. Assistance following an Accident, theft or vandalism.
- x. The cost of draining or removing contaminated fuel.
- xi. Any Breakdown occurring outside of the territorial limits or Europe, as determined by the cover shown on Your certificate of Insurance.
- xii. Any costs should You opt to use an alternative Breakdown and recovery provider.
- xiii. Any Claim not notified and authorised prior to expenses being incurred, or any costs or expenses not authorised by Our rescue controller.
- xiv. Any charges where You, having contacted Us, effect recovery or repairs by other means unless We have agreed to reimburse You.
- xv. Any Breakdown where service cannot be affected because the Vehicle does not carry a spare wheel, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels.
- xvi. Assistance whereby Your Vehicle dashboard warning lights are activated, however Your Vehicle has not broken down and is not immobilised.
- xvii. Any Breakdown involving or relating to a caravan or trailer.
- xviii. Minibuses, limousines, horseboxes, motor homes, campervans or converted Vehicles providing living accommodation.
- xix. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the Breakdown within an agreed time by Us.
- xx. Any request for service if the Vehicle cannot be reached or is immobilised due to snow, mud, sand or flood or where the Vehicle is not accessible or cannot be transported safely and legally using a standard transporter.

- xxi. Any request for service if the **Vehicle** is being used for motor racing, rallies, contest, speed trial, track days or practice for any if these activities.
- xxii. Overloading of the **Vehicle** or carrying more passengers than it is designed to carry.
- xxiii. The charges of any other company (including police recovery) other than **Our Breakdown** and recovery operator or of car hire or accommodation charges except for those authorised by **Us**.
- xxiv. Any damage to **Your Vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided.
- xxv. 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**.
- xxvi. Subsequent call outs for any symptoms related to a claim which has been made, unless **Your Vehicle** has been fully repaired at an approved garage.
- xxvii. Failure to comply with requests by the Claims Handler or our Breakdown and recovery operators concerning the assistance being provided.
- xxviii. Direct or indirect loss, damage, or liability caused by, contributed to or arising from:
 - a.) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from a nuclear waste from the combustion of nuclear fuel.
 - b.) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - c.) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
 - d.) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
- xxix. Any claim for fines or penalties imposed by courts.
- xxx. Any claim for miscellaneous costs, such as but not limited to telephone calls, ferry or toll charges, food and drink.
- xxxi. The cost of any replacement parts or labour.
- xxxii. Any additional charges incurred as a result of any aftermarket modification to **Your Vehicle**.
- xxxiii. Any cost recoverable under any other insurance policy that **You** may have.
- xxxiv. Claims exceeding the indemnity limit during the period of cover.
- xxxv. Any storage charges following a **Breakdown**.
- xxxvi. **Vehicles** that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and **Your** safety is compromised.
- xxxvii. Assistance if the **Vehicle** is deemed to be illegal, such as **Vehicles** without a valid MOT certificate, untaxed, uninsured, unroadworthy or dangerous to transport.
- xxxviii. Recovery of the **Vehicle** or **Your** transport costs to return the **Vehicle** to **Your** home once it has been inspected or repaired.
- xxxix. Any cost that would have been incurred if no claim had arisen.
- xl. A request for service following any intentional or wilful damage caused by **You** to **Your Vehicle**.
- xli. Any winching charges or the use of specialist equipment.
- xlii. The cost of a locksmith if **You** lose, break or lock **Your** keys in **Your Vehicle**.
- xliii. Any claim if the **Vehicle** suffers a **Breakdown** at a motor trader's premises or garage offering **Vehicle** repair.
- xliv. The cost of a glass or tyre specialist. We will arrange for **Your Vehicle** to be taken to a nearby **Suitable Garage** for assistance, but **You** will have to pay for any work carried out on the **Vehicle**. Any other recovery may be arranged but **You** will be liable for any additional costs.
- xlv. Any additional costs that may arise as a result of roadside assistance being for a period greater than 60 minutes.
- xlvi. Any false or fraudulent claims.

CLAIMS PROCESS

Please note that **Your Breakdown Policy** is an Insurance Policy and is not a Service Policy. This means that in order to obtain assistance an insurance claim must be made. This means that every **Breakdown** claim made requires the **Claims Handler** to complete on **Your** behalf a relevant claims form, which must be approved before authorisation can be given to deploy assistance. **We** will take **Your** first version of events as being the claimed version of events. Attempts to change **Your** claims circumstances thereafter will be treated as misrepresenting **Your** claim in order to gain access to finance services through deceptive means. Please note that only **Vehicles** which have passed the mobility test (i.e. immobile vehicles) will be provided with a positive claims outcome.

If **Your Vehicle** breaks down, please call our 24-hour Control Centre on **0330 828 6354**. Whilst we offer others forms of contact we can only accept a claim via telephone. **We** will take **Your** details and ask **You** to remain by the telephone **You** are calling from. Once **We** have raised **Your** claim, should it be met with a satisfactory outcome, we will make all the necessary arrangements for **You**. Please note that the **Claims Handler** will hold the sole dictation on the Claims Handling of **Your** Breakdown Claim and as this is an Insurance Policy **You** are under the general obligation to **Mitigate Your** losses wherever possible. Should **Your** Claim be accepted, **We** will contact **You** to advise who will be coming out to **You** and how long they are expected to take. If you have a policy that requires an **Excess** payment this will need to be paid prior to **Us** arranging and dispatching assistance. Your mobile phone must be switched on and available to take calls at all times.

We will send you a copy of our Customer Service charter, which explains our breakdown process, and will confirm by text which contractor **We** have instructed to assist **You**. Claims must be notified to **Us** within 6 hours of the **Breakdown** occurring or noticed, whichever is sooner. Please note that we do not warrant for turn arounds for our contractors to arrive on scene. **We** use a wide panel of contractors and the time of arrival can vary depending on traffic and weather conditions. The average estimated time of arrive **You** can expect is between 60 and 90 minutes but on occasion recoveries can take longer or shorter than this through no fault of **Us**. **We** do ask for **Your** patience whilst a contractor is being deployed. **We** will endeavour to keep **You** updated with the Contractors latest update.

Please remember to guard **Your** safety at all times but remain with or nearby **Your Vehicle** until **Our Breakdown Contractor** arrives. Once the Breakdown Contractor arrives at the scene please be guided by their safety advice.

If **You** are broken down on a motorway and have no means of contacting **Us** or are unaware of **Your** location, please use the nearest SOS box and advise the Police of our telephone number. The Police will then contact **Us** to arrange assistance.

If the Police are present at the scene please advise them that **You** have contacted **Us** or give them our telephone number for them to call **Us** on **Your** behalf.

CONDITIONS

Cancellation

In the event that a recovery vehicle is dispatched by **Us** and **You** then cancel the request or are either not present at **Your Vehicle** when the recovery agent arrives at the scene, or the

vehicle is not accessible, or no fault can be identified upon inspection, **You** will be charged £100 if within the United Kingdom, or £150 if **You** are in Europe (Gold Cover only) and **You** will lose a call out from **Your Policy**. In the event that a dispatch is made and the operator arrives to find the absence of **Your** locking wheel nut or serviceable spare wheel or space saving wheel, **You** will be charged £100 for the dispatch. If **You** do not wait for assistance to arrive because **You** are able to start **Your Vehicle**, if **Your Vehicle** breaks down again within a 30 day period, **You** will be charged for the second and subsequent call out unless you are able to provide documentary evidence proving that the original fault was repaired by an appropriate garage.

Co-Operation

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.

Driving Licence

We will only provide cover where **You** hold a current and valid UK driving licence, or full internationally recognised licence which is approved for use within the United Kingdom by an approved licencing authority.

Other Insurance

If **You** were covered by any other insurance policy, known as dual insurance, for the same cover **We** may split and share the cost of **Your** claim with that Insurer. Where **You** are covered by another form of Insurance **You** are obligated to inform **Us**.

Representation

The Consumer Insurance (Disclosure and Representations) Act 2012 requires **You** to take reasonable care and supply accurate and complete answers to all the questions when **You** apply for cover. **You** have an ongoing duty to make sure that all information supplied to us is true and accurate.

This obligation continues to apply during:

- annual renewal of **Your** policy,
- when making changes to **Your** policy during the period of insurance,
- when making a claim under this policy.

Should any of **Your** information change, or should **You** become aware that information previously provided is no longer accurate, **You** must tell us as soon as reasonably practicable. If **You** do not answer questions truthfully and accurately this may affect **Your** policy cover. If **You** supply **Us** with incorrect or false information **We** reserve the right to declare **Your** policy invalid and cancel **Your** cover, and provide no refund of premium. If

You make a claim, and the information provided is proven to be incorrect or false, We may refuse to pay all or part of Your claim. For full details of the remedies and actions that We can rely on in the event of a deliberate, reckless or careless non-disclosure and/ or misrepresentation, please refer to the provisions within the Consumer Insurance (Disclosure and Representations) Act 2012.

Right Of Recovery

We can take proceedings in Your name, but at Our expense, to recover the amount of any payment made under this policy.

Substitution

This insurance only covers the Vehicle specified in the schedule or reported to and accepted by Us. You must tell us as soon as possible (in writing, by phone or by email) about any change of Vehicle, including details of the registration number, registration date, make and model.

The substitution of Vehicles may be permitted, subject to the payment of any additional premium, but an inspection of the replacement Vehicle may be required at the Company's option. If the Company deems that an inspection is necessary, cover may not operate on the replacement Vehicle until it is inspected and cover is agreed in writing. If a substitution is not accepted by the Company, or if cover is cancelled by the insured after a policy has been issued, no refund of premium may be allowed other than during the 'Cooling Off' period.

COMPLAINTS

General Complaints

If You wish to make a complaint about any of the following:

- sale of this insurance Policy,
- information or advice provided during the sales process,
- terms and conditions of the Policy,
- general administration of Your Policy

Should You wish to raise a complaint please visit our Customer Services portal at nova-direct.com/customer-service where you will be able to lodge a complaint specific to your enquiry and policy type.

If you wish to lodge a complaint in writing, you may do so at:

Policy Excess Insure Ltd T/A Nova Direct
3 Redwing Court
Romford

Essex

RM3 8QQ

complaints@nova-direct.com

If you wish to make a complaint about the administration of a claim, please contact The Claims Manager at:

QDOS accident assistance Ltd T/as QDOS Assistance

1st Floor, Barfield House

24 - 28 Alderley Road

Wilmslow

Cheshire

SK9 1PL

breakdowncomplaints@qdosassist.co.uk

If your complaint has not been dealt with to your satisfaction you are able to complain to the insurer directly by addressing your complaint to:

Financial & Legal Insurance Company

No.1 Lakeside

Cheadle Royal Business Park

Cheadle

Cheshire

SK8 3GW

Appeal

If Your complaint is still not capable of being resolved You have the right of appeal to the Financial Ombudsman Service. The Ombudsman can be contacted at:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Telephone: 0800 0234567 or 0300 1239123

Web: www.financial-ombudsman.org.uk

This complaints procedure is an addition to Your statutory rights as a consumer. Using this complaints procedure or referral to the Financial Ombudsman Service or Malta Financial Services Authority does not affect Your legal rights.

LEGAL AND REGULATORY INFORMATION

Compensation Scheme

This Policy is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer is unable to meet their liabilities. You can get more information about the scheme at www.fscs.org.uk.

Law and Legal Proceedings Applicable

This Policy is governed by English law. If there is a dispute it will only be dealt with in the courts of England. This Policy is written in English and all communication between the parties must be in English.

Privacy Policy

Please note that by registering for this Policy You have consented to Us using Your information for the purposes of administering this Policy and to Us being able to transfer Your data outside of the European Economic Area for the purposes described within this Policy.

The information which You have supplied to Us maybe used by Us to supply You with services for which You have registered. We may use that information to contact You to obtain Your views on Our services, and We may contact You to inform You about important changes to the services We offer. We may contact You by post, mobile phone, text or e-mail. We will only contact You by the means You have requested to be contacted by. If You would prefer Us not to contact You to obtain Your views please contact us at info@nova-direct.com.

To prevent fraud, We may exchange information with other Insurers, and fraud prevention agencies. Your information will not be used or disclosed to any other party without Your permission unless required to by law.

Data Protection

We will only collect and use Your personal data in the following circumstances:

- a.) Policy set up and management,
- b.) We may collect and use Your name, identity and contact information, and personal information associated with Your Primary Insurance Policy for the purpose of deciding whether to enter into, and when performing the agreement, between Us to provide You with Your Policy.
- c.) We may use automated decision making procedures to decide on the availability of an Insurance Policy and its terms.

You may express Your views and request an individual review any automated decision by contacting Us at info@nova-direct.com,

- d.) We may share personal data collected with the Administrator to manage the Policy. We may also share personal data collected for these purposes with third parties. The sharing of this information will be for identifying and credit checking purposes and to identify potential fraud,
- e) We will retain the personal data used to decide whether to enter into an insurance Policy for 6 years. We will retain the personal data used to manage and administer the Policy for the duration of the Policy life plus 6 years.

Your Personal Data Rights

We may send Your information to companies located outside the European Economic Area. If we transfer Your information to parties outside of the European Economic Area we will ensure that they apply the same levels of protection as we are required to apply to information held in the UK and to use Your information only for the purposes that we are permitted.

You have the following rights:

- a) To have access a copy of the personal data We hold about You.
- b) To ask us to correct Your personal data if it is inaccurate or incomplete.
- c) To ask Us to erase Your personal data. We will provide You with a written response to any such request, including any reasons why We do not agree to the request.
- d) To stop us processing Your personal data in certain ways, e.g. for marketing purposes. If We do not agree to erase Your data because it might be needed for a future legal Claim, We might instead agree to restrict its processing to these reasons alone.
- e) To obtain a copy of Your personal data for Your own purposes and to move, copy or transfer it from one environment to another.
- f) To object to processing for purposes of direct marketing, profiling, and research if that processing is likely to cause, or is causing, You damage or distress unless there is another legitimate reason for the processing.
- g) You can exercise the above rights by contacting: info@nova-direct.com.

If You have any questions or concerns about how We handle Your personal data You should contact: info@nova-direct.com. Please note that We record telephone calls for training and evidentiary purposes.