



# BREAKDOWN INSURANCE

## Policy Wording



## INTRODUCTION

### The Insurer

Your **Policy** is arranged and administered by Policy Excess Insure Limited on behalf of Financial & Legal Insurance Company Limited. Policy Excess Insure Limited is 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 is 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 **Policy** schedule. These two documents make up Your insurance contract between You and the insurer. We recommend that You review Your cover periodically to ensure that it continues to meet Your needs.

### Claims

The Claims Manager, a trading name of Bumble Bee Essex Ltd, is authorised by Financial & Legal Insurance Company Limited to handle all claims under this **Policy**.

### Cancellation

In line with Our statutory obligations You may cancel the **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, including timeframes, are offered when requesting a cancellation. Should You choose to cancel Your **Policy** after the 14-day cooling off period We will not make any refund. To cancel Your **Policy**, please do so via My Account at [nova-direct.com/login](https://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 are:

- Fraud,
- Non-payment of **Policy** premium(s),
- Threatening, abusive, racist or xenophobic behaviour, towards staff or employees,
- 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](https://nova-direct.com/login). Help and guidance can be found at [nova-direct.com/customer-service](https://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 up to 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 renewal prior to the expiry of Your **Policy**, Your **Policy** will automatically lapse.

### Eligibility for cover

If Your **Vehicle** suffers a **Breakdown**, We will provide assistance in accordance with the **Policy** and dispatch costs involved for either the roadside assistance and/or recovery to the nearest **Suitable Garage** (not including parts and labour) 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 Reference,
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.

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.

**Callout Limit**

You are covered for unlimited call-outs, subject to the Policy indemnity limit. If You have a 1 Call cover, Your unique call outs are limited to 1 call-out or assistance during the Policy period.

**Indemnity Limit**

Our liability in any Policy period, which is 12 months, is limited to £5,000. These amounts are after the deduction of any applicable Policy Excess, which is £40.00.

**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.

	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	✓	✓	✓	✓

**BREAKDOWN ASSISTANCE**

Call 0330 828 6354

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If you are calling from outside the UK

Call +44330 828 6354

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Our lines are open 24 hours a day, 7 days a week, 365 days a year. Please have your Policy reference 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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## DEFINITIONS

Any words that start with a capital letter and are in bold, have specific meanings and have the same meaning wherever they appear.

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

**Breakdown** - an electrical or mechanical failure which renders the **Vehicle Immobile**.

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

**Claims Handler** - means The Claims Manager, a trading name of Bumble Bee Essex Ltd.

**Electric Vehicle** - a **Vehicle** that is solely powered by an electric motor.

**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 and Turkey (west of Bosphorous).

**Excess** - the first part You pay under the terms of the **Policy**, which is £40.00. Applies 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(s) to minimize the amount of loss suffered thereby accepting the cheapest and most economic claims outcome as outlined 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.

**Policy** - means the **Policy Wording** and **Policy Schedule** that form your contract and insurance.

**Policyholder** - the person named on the **Policy Schedule**.

**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, starting in the UK, lasting no more than 90 days.

**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** - means England, Scotland, Wales and Northern Ireland.

**Unique** - limited to a single fault. Where the same fault occurs twice, **We** may only respond where **You** can provide evidence that the original fault was rectified by a **Suitable Garage**. In the event of a **Breakdown** **You** are required to choose from either roadside assistance or local recovery. Acceptance of either will be deemed as 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 a 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**.

## COVER BENEFITS

### 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 roadside assistance are deemed temporary in nature. Following a repair **Your Vehicle** must be taken immediately to a **Suitable 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.

### Local Recovery

Cover applies within the **Territorial Limits**, more than one (1) 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 20 mile round trip radius.

### National Recovery

Cover applies within the **Territorial Limits**, more than one (1) 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 Assistance

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. 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 the same day, instead of **National Recovery** We will pay for one of the following:

- Rail, bus or equivalent costs of more convenient travel, to enable **You** and up to 6 passengers to continue **Your** journey to your home or original destination, up to £25.00 per person.
- Overnight hotel accommodation, up to £50.00 per person and up to £300.00, whichever is cheaper. Overnight accommodation will only be offered 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 undergoing repairs. Where available, this may be an equivalent **Vehicle** at Group A up to a maximum of £50.00 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 arranged where we have arranged for **Local Recovery** of **Your Vehicle** to a **Suitable Garage** where repairs are being undertaken.

**You** must obtain **Our** approval before arranging any of the above. These benefits operate on a pay and reclaim basis. Please obtain all invoice(s)/receipt(s) and submit this as part of **Your** claim to [theclaimsmanager.com](http://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 **Short Term European** policies. You must notify Us of Your intention to travel, via My Account at [nova-direct.com/login](https://nova-direct.com/login), 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 roadside assistance are deemed temporary in nature only. Where the distance of recovery from Your location to a **Suitable Garage** or Your original destination is greater than 20 miles you will be required to pay the additional mileage charges to the operator.

**Local Recovery** : You, Your **Vehicle** and up to 4 passengers to be recovered to the nearest **Suitable Garage** within 20 mile round trip radius.

On occasions were assistance cannot be arranged, such as lack of contractor availability or travel plans not being declared, We will authorise a pay and reclaim service. Prior approval from our **Claims Handler** is required. 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 20 miles or €40.00, 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 visit [theclaimsmanager.com](https://theclaimsmanager.com).

### 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. In this event You must:

1. Get to an emergency telephone box. Press the button and the Police may send assistance to Your location.
2. From a public phone, dial 17 or 112 from a mobile phone.
3. Once You have been recovered from the motorway/service area, please call Us further assistance.

## Tyre Claims

If You require assistance as the result of a flat, blown or punctured tyre, one of the following services will be offered:

1. If You have an accessible and serviceable spare, or space saver wheel, along with a locking wheel nut (where applicable), roadside assistance will be arranged to replace the tyre.
2. If both the locking wheel nut key, and space saver wheel are not available You can arrange a mobile tyre fitter to attend. We will reimburse the call out charge, up to a maximum of £50.00. The cost of any parts or tyre(s) are not covered.
3. If the locking wheel nut, space saver wheel or an inflation kit are not available and a mobile tyre fitter cannot be arranged Your **Vehicle** will be taken to the nearest garage within a 20 mile round trip radius. This is where Our assistance will end.

## Out Of Charge (Electric Vehicles)

The Policy benefits extend to **Electric Vehicles**. If your **Electric Vehicle** has runs out of charge, We will arrange local recovery to a charging point within a 10 mile radius. You are required to provide the charger location, including postcode, utilising a charging map such a Zap Map ([zap-map.com](https://zap-map.com)). You will need to ensure You have the correct charging cable(s) and adaptor. You are responsible for any charging costs. Availability of chargers at the charge location We do not warrant for. Our service does not permit any waiting time.

## Mobile Vehicles

If, in Our opinion, Your **Vehicle** is still mobile or in **Limp Mode** then We will offer assistance in Your arrangement of local recovery. Providing details of local contractors for You to arrange private recovery, although it is your responsibility to ensure the contractor or garage is suitable. We will pay up to a maximum of £50.00 per callout in the UK and €75.00 in Europe. This is offered on a pay and reclaim basis.

Please retain any receipt(s) or invoice(s) as these will be required to reclaim the costs. Please ensure the documentation includes your name, **Vehicle** registration, location(s) and date. Without this your reimbursement maybe denied. To arrange reimbursement visit [theclaimsmanager.com](https://theclaimsmanager.com).

## GENERAL CONDITIONS

The following apply to all sections of this Policy:

1. 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.
2. 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 lose a call out from Your Policy.
3. You must be able to evidence that You have used Your Vehicle within the last 30 days.
4. 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.
5. 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.
6. Where recovery to a garage is required You will be asked to nominate a preferred garage within the mileage radius. If You are unable to do so, or refuse, We will choose a Suitable 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.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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.
13. We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.

## GENERAL EXCLUSIONS

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

1. Any Breakdown assistance within 48 hours of purchase unless Your Policy has been renewed with Us or is Short Term European.
2. Ignition, electrical or non-starter faults within the first 30 days of the commencement of the Policy, unless Your Policy has been renewed with Us or is Short Term European.
3. Vehicles not registered with Us, including failure to update Your Vehicle details, such as registration.
4. Repatriation of Your Vehicle from Europe.
5. Use of Vehicles used for any professional means, business or trade such as delivery or taxi drivers.
6. 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.
7. Breakdown caused by failure to maintain the Vehicle in a roadworthy condition including maintenance of levels of oil, water or tyres or following a DIY repair.
8. Assistance following an Accident, theft or vandalism.
9. The cost of draining or removing contaminated fuel.
10. Any Breakdown occurring outside of the Territorial Limits or Europe.
11. Any costs should You opt to use an alternative Breakdown and recovery provider.
12. Any claim not notified and authorised prior to

- expenses being incurred, or any costs or expenses not authorised by Our rescue controller.
13. Any charges where You, having contacted Us, effect recovery or repairs by other means unless We have agreed to reimburse You.
  14. Assistance whereby Your Vehicle dashboard warning lights are activated, however Your Vehicle has not broken down and is not immobilised.
  15. Any Breakdown involving or relating to a caravan, or trailer.
  16. Minibuses, limousines, horseboxes, motor homes, campervans or converted Vehicles providing living accommodation.
  15. 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.
  16. 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.
  17. 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.
  18. Overloading of the Vehicle or carrying more passengers than it is designed to carry.
  19. 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.
  20. 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.
  21. 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.
  22. Subsequent Breakdown claims where the need for assistance relates to a previous claim, unless Your Vehicle has been fully repaired at a Suitable Garage.
  23. Failure to comply with requests by the Claims Handler or Our Breakdown and recovery operators concerning the assistance being provided.
  24. 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.
  25. Any claim for fines or penalties imposed by courts.
  26. Any claim for miscellaneous costs, such as but not limited to telephone calls, ferry or toll charges, food and drink.
  27. The cost of any replacement parts or labour, either roadside or at the Suitable Garage.
  28. Any additional charges incurred as a result of any aftermarket modification(s) to Your Vehicle.
  29. Any cost recoverable under any other insurance policy that You may have.
  30. Claims exceeding the indemnity limit.
  31. Any storage charges following a Breakdown.
  32. Vehicles that are not secure or have faults with electric window(s), sunroof(s), convertible roof(s) or locks not working.
  33. Assistance if the Vehicle is deemed to be illegal, such as Vehicles without a valid MOT certificate, untaxed, uninsured, unroadworthy or dangerous to transport.
  34. Recovery of the Vehicle or Your transport costs to return the Vehicle to Your home once it has been inspected or repaired.
  35. Any cost that would have been incurred if no claim had arisen.
  36. A request for service following any intentional or wilful damage caused by You to Your Vehicle.
  37. Any winching charges or the use of specialist equipment, such as skates
  38. The cost of a locksmith if You lose, break or lock Your keys in Your Vehicle.
  39. Any claim if the Vehicle suffers a Breakdown at a motor trader's premises or garage offering Vehicle repair.
  40. The cost of a glass or tyre specialist, with the exception of the call-out charge for a mobile tyre fitter as defined in Tyre Claims section.
  41. Any additional costs that may arise as a result of roadside assistance being for a period greater than 60 minutes.
  42. Any false or fraudulent claims.



## CLAIMS PROCESS

Please note that **Your Policy** is an insurance **Policy** and not a service agreement or membership. 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 claims form which must be approved before authorisation can be given to arrange assistance. **We** will take **Your** first version of events as being the claimed version of events. Attempts to change **Your** claims circumstances thereafter may be treated as misrepresenting **Your** claim in order to gain access to finance services through deceptive means.

If **Your Vehicle** breaks down, please call our **Claim Handlers** on **0330 828 6354**. If you are outside the UK please call **+44330 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 the **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** cannot guarantee the contractors arrival time 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 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 **Policy** only covers the **Vehicle** specified in the **Policy** or reported to and accepted by **Us**. **You** must tell us as soon as possible 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 after a policy has been issued, no refund of the premium paid may be allowed other than during the initial 14 days from the date of **Policy** purchase.

## 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](http://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](mailto:complaints@nova-direct.com)

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

The Claims Manager  
3 Redwing Court, Ashton Road, Romford, Essex, RM3 8QQ

Online : [theclaimsmanager.com/claims/complaints](http://theclaimsmanager.com/claims/complaints)  
Email : [complain@theclaimsmanager.com](mailto:complain@theclaimsmanager.com)

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  
5400 Lakeside, Cheadle Royal Business Park, Cheadle,  
Cheshire, SK8 3GQ

### 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](http://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 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](http://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 [customer.service@nova-direct.com](mailto:customer.service@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 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 a Policy and its terms.

You may express Your views and request an individual review any automated decision by contacting Us at [customer.service@nova-direct.com](mailto:customer.service@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 a 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: [customer.service@nova-direct.com](mailto:customer.service@nova-direct.com).

If You have any questions about how We handle Your personal data please email [customer.service@nova-direct.com](mailto:customer.service@nova-direct.com). Please note that We record telephone calls for training and evidentiary purposes.