

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.

Documentation

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 purchase. Providing no claims have been made a refund of your premium will be issued. Full details are offered when requesting 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 visit 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 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 the automatically renew Your Policy with Us unless You specifically notify Us that You do not wish to renew. We will email 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. Details of Your renewal will be emailed to You approximately 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 or Local Recovery to the nearest Suitable Garage within the Territorial Limits. Should Roadside Assistance or Local Recovery be unsuccessful you may be entitled to other benefits, such as National Recovery, depending on the cover You have purchased.

To be eligible for cover You must be a permanent resident of the United Kingdom and be over 18 years old. We will only cover Your Vehicle if it is roadworthy, at the time of purchasing this Policy, registered in the United Kingdom, not used for any business purpose and meets the Vehicle criteria.

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 Of Cover is limited to £5,000, increased to £10,000 for Gold, Gold XS and Short Term European cover - those that offer cover in Europe. These amounts are after the deduction of any applicable Policy Excess.

HELP US, HELP YOU

When calling to make a claim please have your Policy Reference to hand. If you're not the **Policyholder**, you'll be asked additional data protection questions to access the Policy.

If you have an **Excess (XS)** Policy please have a debit or credit card available to make the **Excess** payment. Please call us within 6 hours of noticing the **Breakdown**. Not doing so will impact Your claim.

COVER LEVELS

We offer both Vehicle and Personal cover. The cover You have will be detailed on Your Policy Schedule.

Vehicle : a specific **Vehicle**, detailed on Your Policy Schedule, but covers anyone who is legally entitled to drive the **Vehicle**.

Personal : covers the **Policyholder**, detailed on Your Policy Schedule, and any **Vehicle** they are legally entitled to drive.

BREAKDOWN CLAIMS

Lines open 24 hours a day, 365 days a year.

Call 0330 828 6354

If you are calling from outside the UK

Call +44330 828 6354

ACCIDENT ASSIST

Whether you're involved in a fault or non-fault incident

Call 0330 606 2505

If you are calling from outside the UK

Call +44330 606 2505

	Basic & Basic XS	Bronze & Bronze XS	Ruby & Ruby XS	Silver & Silver XS	Gold & Gold XS	Emerald & Emerald XS
Local Recovery	✓	✓	✓	✓	✓	✓
Roadside Assistance	✓	✓	✓	✓	✓	✓
National Recovery		✓	✓	✓	✓	✓
Home Assistance			✓	✓	✓	✓
Onward Travel Benefits				✓	✓	✓
European Cover					✓	
Caravan/Trailer Cover						✓
Misfuel + Out Of Fuel	✓	✓	✓	✓	✓	✓
Messaging Service	✓	✓	✓	✓	✓	✓
Accident Assistance	✓	✓	✓	✓	✓	✓
Out Of Charge	✓	✓	✓	✓	✓	✓
Unlimited Claims	✓	✓	✓	✓	✓	✓

DEFINITIONS

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

Accident - any collision or impact with another **Vehicle**, object or person, including potholes and roadside furniture, that renders the **Vehicle Immobile** or unsafe to drive.

Attempted Theft - damage to Your **Vehicle**, leaving it Immobile, following the attempted theft of Your **Vehicle**.

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

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

Caravan/Trailer - means a caravan or trailer, attached to Your **Vehicle** no longer than 7.0 metres and 2.4 metres in width.

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

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

Europe - Albania, Andorra, Austria, Belarus, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Cyprus, Czechia, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey (west of Bosphorous), Ukraine and Vatican City.

Excess - the first part You pay under the terms of the Policy. £40.00 for Basic XS, Bronze XS, Silver XS, Gold XS and Emerald XS levels of cover. £50.00 for Ruby XS cover.

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

Home - the address listed on your Policy Schedule.

Immobile - 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 - accidentally and involuntary filling Your **Vehicle's** fuel tank with inappropriate fuel.

Mobile - means capable of moving forwards and backwards.

Period Of Cover - the term of Your Policy as stated in your Policy Schedule.

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

Policyholder - the person named on the Policy Schedule.

Repairs - any repair(s) undertaken during a roadside assistance are deemed to be temporary in nature only.

Short Term European - a single trip to Europe, starting in the UK, lasting no more than 90 days.

Suitable Garage - an appropriately qualified mechanic or garage, within a 25 mile radius of Your **Breakdown** location, which is suitable for the type of repair required.

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

Unique - limited to a single fault. Where the same fault occurs twice, We will 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.

Vehicle - a car, van or motorcycle detailed on Your Policy Schedule, 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 - In the UK

These benefits apply to both Vehicle and Personal cover.

Home Assistance

If Your Vehicle suffers a Breakdown within the Territorial Limits, and within 1 mile of Your Home, We will arrange for either Roadside Assistance or Local Recovery. If Local Recovery is selected the nearest Suitable Garage maybe chosen by you, but must be within a 25 mile radius.

Roadside Assistance

If Your Vehicle suffers a Breakdown within the Territorial Limits, and more than 1 mile from your Home, We will arrange to send Roadside Assistance to the location of the Breakdown and assist for up to 75 minutes. We will pay call out fees and mileage charges needed to assist with Your Vehicle.

Any repairs undertaken are deemed temporary in nature. Following a repair Your Vehicle must be taken immediately to a Suitable Garage for permanent repairs to be made.

Local Recovery

If Your Vehicle suffers a Breakdown within the Territorial Limits, more than 1 mile from your Home and Roadside Assistance has not been utilised, We will arrange for You, Your Vehicle, and up to 6 passengers to be recovered to the nearest Suitable Garage. The Suitable Garage maybe chosen by you, but must be within a 25 mile radius. If Our contractor cannot transport all passengers You can claim Alternative Travel under the Onward Travel section. If you have Emerald or Emerald XS cover We will also recovery your Caravan/Trailer.

We would not reattend the next day, or at any other point in time, to redeliver the Vehicle to a preferred location.

National Recovery

If Local Recovery is not possible at the time of the Breakdown, or Your Vehicle cannot be repaired same day, We will arrange for You, Your Vehicle and up to 6 passengers to be offered either Onward Travel or to be transported to Your Home or original destination within the Territorial Limits.

Onward Travel

If your Vehicle suffers a Breakdown in the Territorial Limits that is more than 50 miles from Your Home, once Your Vehicle has been locally recovered to the nearest Suitable Garage, if the repair cannot be completed the same day, instead of National Recovery We will pay for one of the following:

Alternative Travel

Rail or road (i.e. bus, taxi, etc) travel to enable You, and up to 6 passengers, to continue Your journey to Your Home or original destination. Limited to £25.00 per person, to a maximum of £175.00.

Overnight Accommodation

One night's accommodation for You, and up to 6 passengers. Limited to £50.00 per person, to a maximum of £350.00. Any food and drink costs would not be covered.

Car Hire Benefit

A hire car during the time Your Vehicle is undergoing repairs. The hire vehicle must be of an equivalent specification to Your Vehicle, up to 1600cc. Limited to £100.00 per day, for a maximum of 2 days totalling no more than at £200.00. You must be able to satisfy any requirements of the hire company and You are responsible for charges such as excess and fuel.

Claiming Costs

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.

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.

You must notify of us of the misfueling prior to You leaving the fuel station forecourt.

Messaging Service

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.

COVER BENEFITS - In Europe

These benefits apply to both Vehicle and Personal cover. Gold and Gold XS offer cover in **Europe** for up to 31 days per trip. **Short Term European** policies offer cover for the **Period Of Cover** defined on the Policy Schedule.

Each trip must start and finish at **Your Home**. You must notify **Us** of **Your** intention to travel, via My Account by visiting nova-direct.com/login, at least 24 hours prior to **Your** departure in order to be gain assistance.

Roadside Assistance

If **Your Vehicle** suffers a **Breakdown** in **Europe**, **We** will arrange to send **Roadside Assistance** to the **Breakdown** location and assist for up to 75 minutes. **We** will pay call out fees and mileage charges needed to assist with **Your Vehicle**.

Any repairs undertaken are deemed temporary in nature. Following a repair **Your Vehicle** must be taken immediately to a **Suitable Garage** for permanent repairs to be made.

Local Recovery

If **Your Vehicle** suffers a **Breakdown** in **Europe**, **We** will arrange for **You**, **Your Vehicle**, and up to 6 passengers to be recovered to the nearest **Suitable Garage**. The nearest **Suitable Garage** maybe chosen by you, but must be within a 25 mile radius. If **Our**, or the, contractor cannot transport all passengers **You** can claim **Alternative Travel** under the **Onward Travel** section.

European Assistance

On occasions where assistance cannot be arranged, such as lack of contractor availability, or when travel plans have not being declared, **We** will authorise a pay and reclaim service. Prior approval from our **Claims Handler** is required.

Upon approval **You** may arrange for **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 25 miles or €50.00, whichever is lower in value. If travel plans have not been declared this is the maximum entitlement.

Onward Travel

Once **Your Vehicle** has been locally recovered to the nearest **Suitable Garage**, if the repair cannot be completed the same day, **We** will pay for one of the following benefits:

Alternative Travel

Rail or road (i.e. bus, taxi, etc) travel to enable **You**, and up to 6 passengers, to continue **Your** journey. Limited to £25.00 per person, to a maximum of £175.00.

Overnight Accommodation

Accommodation for **You**, and up to 6 passengers. Limited to £75.00 per person, to a maximum of £500.00. Any food and drink costs would not be covered.

Car Hire Benefit

A hire car during the time **Your Vehicle** is undergoing repairs. The hire vehicle must be of an equivalent specification to **Your Vehicle**, up to 1600cc. Limited to £100.00 per day, for a maximum of 2 days, totalling no more than at £200.00. **You** must be able to satisfy any requirements of the hire company and **You** are responsible for charges such as excess and fuel.

Missed Connection

If, due to **Breakdown** of **Your Vehicle** in **Europe**, **You** miss **Your** pre-booked ferry or rail connection to **Your Home**, **We** will cover up to £150.00 towards the cost of any new booking or amendment charges. **You** would need to evidence these costs, together with evidence that the booking was non-refundable and/or free changes were not permitted.

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. Use 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.

We would cover up to £150.00 towards the cost of towing costs on, or from, a French Motorway.

Storage Costs

If, due to the Breakdown of Your Vehicle, Your Vehicle is required to be placed into storage We will cover up to £300.00 towards the cost of Your Vehicle storage.

Spare Parts Location

If, due to the Breakdown of Your Vehicle, parts cannot be sourced locally and are required to be freighted to the Suitable Garage, We will cover up to £600.00 towards the freight costs. You would need to evidence that the parts were not available locally. Only freight costs or charges are covered.

Car Hire (Pre-Departure)

If Your Vehicle suffers a Breakdown, within the 2 days of Your pre-booked, planned departure date, and the repair cannot be completed before departure, We will cover up to £200.00 towards the cost of a hire car for Your trip.

The hire vehicle must be of an equivalent specification to Your Vehicle, up to 1600cc. You must be able to satisfy any requirements of the hire company and You are responsible for charges such as excess and fuel.

Car Hire (On Return)

If Your Vehicle suffers a Breakdown, whilst in Europe and You require a Vehicle upon return to Your Home, We will cover up to £200.00 towards these costs.

The hire vehicle must be of an equivalent specification to Your Vehicle, up to 1600cc. You must be able to satisfy any requirements of the hire company and You are responsible for charges such as excess and fuel.

Pay & Reclaim

Onward Travel, Missed Connection, French Motorways, Storage Costs, Spare Parts Location and Car Hire (Pre Departure & On Return) operate on a pay and reclaim basis. Please retain any receipt(s) or invoice(s) as these will be required to reclaim the costs. To arrange reimbursement visit theclaimsmanager.com.

COVER BENEFITS In the UK & Europe

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 the locking wheel nut key or accessible and serviceable spare, or 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 key or accessible and serviceable spare, or space saver wheel are not available and a mobile tyre fitter cannot be arranged We will arrange for Local Recovery of Your Vehicle. This is where Our assistance will end.

Out Of Charge



If Your Electric Vehicle runs out of charge, We will arrange Local Recovery to the nearest charging point within a 25 mile radius. You are required to provide the charger location, including postcode. You will need to ensure You have the correct charge 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 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.

Accident Assist

If Your Vehicle is involved in an Accident, We can offer Accident Assistance. Assistance includes recovery of Your Vehicle, repairs, hire car, personal injury and recovery of any uninsured losses.

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**.
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 a 25 mile 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 46 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. Any assistance following vandalism or **Accident**. Services, following an **Accident**, are offered by third-party Claims Management companies.
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 unless you have Emerald or Emerald XS cover.
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** contractors 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. Any subsequent **Breakdown**, for the same or a similar fault the **You** claimed for in the last 30 days, unless **Your Vehicle** has been fully repaired at a **Suitable Garage**. **We** may request evidence of the **Repair** and not dispatch assistance until receipt of the evidence.
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**, unless the **Breakdown** occurs in **Europe**.
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 75 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

Our aim is to provide a first-class standard of service at all times. If You feel that You have been let down and 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)
Market House, 25 Market Square, Leighton Buzzard,
Bedfordshire, LU7 1EU
complaints@nova-direct.com

Alternatively 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

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 & 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 may be 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.

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,
- 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.

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