



## **Breakdown Terms of Business Agreement**

### **Terms and Conditions**

The vehicle must be maintained at all times in a roadworthy condition and be regularly serviced.

One Call Recovery will only assist the vehicle registered, so if you were to breakdown whilst driving someone else's vehicle then you would not be covered.

Cars, vans, and motorcycles are only eligible up to a maximum 3.5 tonnes gross weight, 5.5 metres (18ft) in length, 2.3 metres (7.6ft) wide (excluding campervans) and cannot be used in connection with commercial or business use. For a commercial vehicle to be recovered the client must have a commercial vehicle insurance (CVI) policy.

If a caravan or trailer is attached to the vehicle, the caravan or trailer must be no more than 7.6 meters (25 feet) in length at the time of the breakdown, subject to an £80 fee for recovery. This is in addition to any call out fee and age of vehicle excess that may be applicable. (Should the client be on Gold breakdown this fee would be waived)

We reserve the right to cancel this service at any time by giving you 14 days notice in writing to your last known address, and a pro rata refund will be payable to you if no claims have been made (and less an administration fee).

You can cancel this service within 14 days of inception provided that no claims have been made, and a refund will be made. No refund of premium will be made after this period.

If you have purchased the Multi Car Breakdown Membership, you must notify us of any change to any vehicle on cover.

Where given as a free benefit of your motor insurance policy, or purchased as an upgrade, Breakdown Membership will be cancelled if your motor policy is cancelled.

### **Breakdown service within the UK territorial limits**

Call out and up to 1 hour's roadside assistance by one of our approved recovery operators to attend the scene of the breakdown, and where possible carry out emergency repairs.

If repairs cannot be successfully carried out at the scene of the breakdown then we will pay the cost of recovery of the vehicle, driver, and up to 4 passengers to the nearest suitable garage able to affect a repair, or recovery to your onward destination, or home address (whichever is nearer and within a maximum radius of 10 miles from the location of the breakdown). Any distance over 10 miles will be charged at £3.00 per mile; this must be paid in advance to the rescue - this will only apply to those on the basic breakdown membership.



If repairs cannot be carried out within an agreed reasonable period, then you will be offered one of the following options:

- i) The cost of alternative road or rail travel for the driver and up to 4 passengers limited to £100 per person from the scene of the breakdown to one destination within the Territorial Limits stated in this service, plus a return journey for one person to collect the vehicle upon completion of repairs.
- ii) The cost of one night's accommodation (excluding food and drink) in the vicinity of the breakdown for the driver and up to 4 passengers up to a maximum of £40.00 per person, subject to a maximum overall of £200.00 per claim (Gold/Platinum Service only).
- iii) The recovery of the vehicle, the driver and up to 4 passengers to any one destination within the UK Territorial Limits.
- iv) The cost of a suitable car hire for up to 48 hours, up to a maximum of £100.00 per claim.
- v) The maximum payable for any claim from any one breakdown is £500 or the current market value of the vehicle, whichever is lower.

### **Breakdown service within Europe**

Emergency Roadside Repairs - We will pay the callout charge and up to one hour's labour costs for one of our approved repairers to attend the scene of the breakdown and, where possible carry out emergency repairs.

If your vehicle cannot be repaired on the same day as the breakdown, we will pay:

- i) The cost of transporting your vehicle, driver plus up to 4 passengers to a destination within the Territorial Limits up to the value of the vehicle;
- ii) Hotel accommodation costs for you or the driver plus up to 4 passengers, up to £50 per person per night, up to a maximum of £500 per claim;
- iii) The cost of hiring a replacement vehicle, up to the cost of £50 per day, for a maximum of seven days.

Any replacement vehicle provided on the European mainland must remain within the Territorial Limits.

The maximum payable for any claim from any one breakdown is £500.



## **General Exclusions**

We will not cover the following:

1. Vehicles that have not been regularly serviced or breakdown as a result of: inadequate repair/unsuccessful DIY; any recurring claim where no remedial action has been taken to correct the fault.
2. Vehicles being used for, or that have been modified for, motor racing, rallies, speed or endurance tests. Hire or reward including courtesy vehicles) or over 3.5 tonnes gross laden weight or mechanically modified vehicles requiring specialist repairers.
3. Any liability or consequential loss arising from any act performed in the execution of the breakdown services provided.
4. Vehicles not in a roadworthy condition immediately prior to any breakdown.
5. Claims arising from loss or damage to contents of or within your vehicle.
6. Any claims for private hire vehicles.
7. Any claim recoverable from any other insurance policy.
8. Any fines or penalties imposed by courts.
9. Any charges incurred prior to notification of breakdown and our approved repairer attending or reclamation of costs for breakdowns attended and/or organised by the police, alternative breakdown providers or any group other than One Call Recovery.
10. The cost of any parts, components, lubricants or materials, food, drinks, telephone calls, petrol or oil, or other incidental expenses.
11. Any claim where One Call Recovery has not been notified previously of any change of vehicle.
12. Any charges incurred resulting from your breakdown in a location at which rescuing the vehicle would be unlawful.
13. Any cost of any specialist recovery equipment needed (as defined by a recovery operator).
14. Breakdowns where your vehicle is not accessible or cannot be transported safely, legally and without hindrance using a standard transporter or trailer.
15. Any costs recoverable elsewhere.
16. Breakdowns caused by your vehicle running out of fuel or where your vehicle is out of charge (hybrid/Electric Vehicle) or where does not have a serviceable tyre and or/spare wheel.
17. Claims directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity
18. from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; war, invasion, terrorism, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
19. Claims made where the service excess has not been paid from a previous claim, where payment is not made within 14 days, we will cancel all service and recover the monies by using a debt recovery agent.
20. Replacement car hire is subject to availability and our supplier's terms and conditions, which include but is not limited to:
  - a) Age limits - the driver must be at least 21 years old.
  - b) The need to have a current driving licence and if held, a photocard driving licence with you.
  - c) Limits on acceptable endorsements.
  - d) Hire cars are not usually available with a tow bar.