



2Gether Insurance Ltd
Motor Breakdown Policy and Insurance Agreement

Cars, Vans and Motorcycles
UK Annual Agreement

In the event of a breakdown call:

UK: 01945 586222



Thank You for purchasing your breakdown Insurance agreement from **2Gether Insurance Ltd Motor Breakdown**.

- **2Gether Insurance Limited** administrate Your policy and breakdown recovery Insurance
- **Evolution Insurance Company Limited** underwrite Your policy

To make sure you get the most from Your cover, please take the time to read this Insurance agreement, which explains all Your terms and conditions. Should You have any questions or if You would like to speak to an advisor, please contact 2Gether Insurance Ltd Motor Breakdown on **01945 586200** (Office opening hours **Monday to Friday 9:00am to 5:30pm**)

In the event of breakdown call Our emergency helpline on:

UK
01945 586222

Please be prepared to provide the operator with the following information:

- Your Insurance agreement number
- Your name
- Exact location of vehicle
- Nature of breakdown
- Registration number of vehicle

We will then arrange for one of Our recovery operators to attend the given location, as quickly as possible. During the period of cover You are entitled to contact us up to a maximum of 6 times for breakdown assistance. Your agreement will be cancelled after the sixth callout with no refund of premium being allowable.

PLEASE NOTE THE FOLLOWING:

Emergency repair

Any repair carried out by one of Our recovery operators is deemed as a temporary repair, We strongly advise that the agreement holder has the vehicle checked over at a garage and any permanent repairs made. We reserve the right to request evidence of permanent repair.

Change of vehicle

You are only covered for the vehicle registered at inception of Your agreement unless You have previously notified us of a change of vehicle (48hr inception period applies to any change of vehicle made mid-term). You may change the vehicle on Your Insurance agreement up to 4 times in any period of membership, however, temporary changes of vehicles are not permitted under this Insurance agreement.

Change of address

Assistance at Your home (Home Start) is only covered at the address registered on Our system. If You change Your address please notify us immediately.



General Definitions

The words below have a specific meaning and will appear throughout this document with a capital letter. For ease of reference these definitions have been placed in alphabetical order

Breakdown The inability to use a Vehicle as a result of electrical / mechanical failure, damage caused by puncture of road tyres, flat battery which renders the vehicle completely immobilised.

Customer Any person You have registered on Our database as the owner or registered keeper of the Vehicle, details of which You have provided to Us, or any person driving the Vehicle with the permission of the owner or registered keeper

Database That information kept by Us that identifies each Vehicle, Customer, Registered Address, Registration Number, Start and Expiry Dates.

Endorsement A written change to the terms and conditions of the Policy.

Fixed Costs Those amounts shown in the Schedule in respect of Economy, Full UK or Full EU and no others.

Home Start A Breakdown Insurance undertaken within one mile of the Registered Address.

Estimated Time of Arrival A 2Gether representative will advise You of the estimated time of arrival (ETA within **1 hour**), please note in some cases We may experience some delays due to unforeseen circumstances, however We will, where possible, notify You without delay (road traffic accidents, congestion, location, time of travel and type of vehicle).

Inception period A period of 48 hours between the dates of inception and the claim date on which Your breakdown becomes eligible.

Other Insurance This Policy does not cover any loss or claim where You would be entitled to be paid under any other insurance if this Policy did not exist.

Period of cover The period of time during which the insurance applies to and which is shown in the Policy Schedule.

Policy This document and the Schedule, Statement of Facts including any Endorsements.

Recovery Should the Vehicle be unsafe or be unable to be driven from the place of the Breakdown:

- (i) The Fixed Cost to remove the vehicle to a suitable local garage; and
- (ii) take the Customer and up to 4 passengers, travelling in the Vehicle at the time of the Breakdown, to their destination or home; or
- (iii) Overnight accommodation for one night in respect of the Customer and up to 4 passengers, travelling in the Vehicle at the time of the Breakdown; or
- (iv) alternative road or rail travel for the Customer and up to 4 passengers from the scene of the Breakdown to one destination within the Territorial Limits plus a return journey for one person to collect the Vehicle upon completion of repairs.

Registered Address The address within the Territorial Limits provided to Us as the permanent place of keeping the Vehicle.

Roadside Assistance Should a Vehicle suffer a Breakdown more than one mile from its Registered Address, the despatch of a breakdown vehicle to attend the Vehicle to repair the Vehicle or to take it to a suitable repairer or to the onward destination, or to the Registered Address whichever is nearer.

Territorial limits United Kingdom, Northern Ireland, Isle of Man and Channel Islands

Vehicle Private Car or light commercial vehicle up to a maximum of 3.5 tonnes gross Weight, 5.5 metres (18 feet) in length and 2.3 metres (7 foot 6 inches) wide and used exclusively for Personal/Non-Commercial use.

We/Us/Our 2Gether Insurance Limited of 4 Bridge Street, Wisbech, Cambridgeshire, PE13 1AF who administrate Your policy and breakdown Insurance

You/Your The person(s) or organisation(s) named as You/Your in the Schedule

Cover

Section A: United Kingdom

1, If the vehicle registered is immobilised in the UK, then You are covered for the following:

- A. Call out and up to 1 hour's roadside assistance. One of Our approved recovery operators will attend the scene of the breakdown, and where possible carry out "emergency repairs".
- B. If repairs cannot successfully be 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 effect a repair,
OR
- C. to Your onward destination,
OR
- D. To Your home address, **whichever is nearer.**

2, If You breakdown at roadside and repairs cannot be carried out within an agreed reasonable period then You will be offered one of the following options

- A. The cost of alternative road or rail travel for the driver and up to 4 passengers from the scene of the breakdown to one destination within the Territorial Limits stated in this Insurance Agreement, plus a return journey for one person to collect the vehicle upon completion of repairs.
OR
- B. The cost of one night's accommodation (excluding food and drink) in the vicinity of the breakdown for the driver or the driver and up to 4 passengers up to a maximum of £40.00 per person for one night, Maximum of £200.00 per claim.
OR
- A. The cost of suitable car hire for one day up to a maximum of £50 per claim.
OR
- C. The recovery of the vehicle, the driver and up to 4 passengers to any one destination within the territorial limits under Sub Section A subject to the underwriters approval

The maximum payable for any claim from any one breakdown including any reimbursement claim is **£1500** or the current market value of the vehicle at the time of the breakdown whichever is lower.

What is not covered?

- Any claim arising within 48 hours from the date of inception.
- Labour charges in excess of one hour.
- Cost of replacement parts, fuel or materials used in the repair.
- Toll charges, ferry charges, parking charges, traffic congestion charges.
- Storage charges incurred during or after the use of Our Insurances.
- More than 6 call outs during the period of cover.
- Running out of fuel, wrong fuel in vehicle (misfuelling).
- Broken glass.
- Any vehicle not able to provide a serviceable and/or accessible spare tyre for wheel changes or inflation kit, even where the vehicle is supplied as standard without these items (ATTENDANCE IS AVAILABLE ON A PAID BASIS ONLY)
- Keys locked in vehicle, damaged keys, loss of keys, key fob faults.
- Vehicles immersed in/or immobilised from mud, snow, sand or water.
- Vehicles that require all repairs to be carried out at a specialist garage.
- A second use of Our Insurances where no permanent repair has been undertaken by a garage following a previous temporary repair being completed by us, other than in the course of the same journey
- **Cancellation of Recovery** - Call out charges (in the event of a recovery being cancelled when Our agent is on route, the call out charge will be payable by the agreement holder)
- **Not at the scene** - Call out charges (in the event of a recovery agent arriving at the scene of breakdown and the driver and vehicle are no longer at the scene, the call out charge will be payable by the agreement holder)
- **Slipped MotorCycle Chains** – to be maintained by the policy holder

Section B: Terms & conditions and eligibility of cover

Definition of Immobilised

<u>The following is covered</u>	<u>The following is NOT covered</u>
If the vehicle's engine will not turn over	Lights, radio, chargers left on resulting in a flat battery
If the vehicle has loss of power and is in an unsafe location	Running out of fuel or wrong fuel
If the vehicle is heavily smoking and or smells of burning	Immersed or stuck in mud/snow/water/sand
If there is a problem with the brakes	Damage to glass in the vehicle
If there is a problem with the steering	Labour charges in excess of 1 hour
If there is a problem with the gears	Noises or clunking but vehicle is still driveable (attendance subject to individual circumstance)
Mechanical and electrical faults	Windscreens/windscreen wipers (can attend if Weather conditions are very poor and vehicle not safe to drive - PAID BASIS ONLY)
Tyre change/inflation kits/ tyre blowouts – Roadside assistance ONLY, subject to Serviceable and accessible spare tyre, locking wheel-nut key or inflation/foam kit	Punctures where there is no spare tyre, key for locking wheel nuts or inflation kit - can be attended on a PAID BASIS ONLY
Engine is immobilized (if no fault with key fob)	Keys locked in vehicle, lost, broken keys or faults with fobs
Broken MotorCycle Chains	Slipped MotorCycle Chains

Eligibility

1. You or the driver must abide by the terms and conditions of this Insurance agreement at all times.
2. Please note Our recovery operators are unable to work on unattended vehicles.
3. The vehicle must be maintained at all times in a roadworthy condition in accordance with the law and be regularly serviced in accordance with Your manufacturer's recommendations.
4. The policy only covers the vehicle registered, for any driver with the owner's permission and legal capability to drive the vehicle.
5. All decisions regarding the type of assistance provided under this policy are at the discretion of 2Gether Insurance Ltd Motor Breakdown
6. Any breakdown discovered or believed to be excluded from the Insurance agreement will be charged to the agreement holder under current commercial rates before assistance is provided.

Important Notes about Our provision of Insurance to You

1. We will always decide on the best possible way of offering assistance, after taking into account individual circumstances. If the assistance that We offer does not suit Your requirements then You may request alternative assistance to be arranged for You at Your own cost.
2. We do not accept any liability for any pet animals or livestock within the vehicle at the time of the breakdown
3. A garage or mechanic undertaking repair work on Your instruction will be acting as Your agent for such repair work.
4. If requested, You must provide evidence of Your vehicle's Insurance history, MOT or receipts for replacement parts.
5. Recovery cannot be used as a reason for avoiding repair costs.
6. We reserve the right not to offer renewal of cover.
7. We reserve the right to refuse Insurance and cancel the agreement to anyone who behaves in a threatening or abusive manner to Our employees.
8. While the 2Gether Insurance Motor Breakdown Ltd seeks to meet the service needs of Members at all times, its resources are finite and this may not always be possible. The 2Gether Insurance Motor Breakdown Ltd shall not be liable for service failures where the 2Gether Insurance Motor Breakdown Ltd is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside the 2Gether Insurance Motor Breakdown Ltd's reasonable control include (but are not limited to) Acts of God, riot, civil disturbance, acts of terrorism, outbreak of hostilities, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, vehicle, roads that are not reasonably accessible by the 2Gether Insurance Motor Breakdown Ltd, fog or other bad weather conditions, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.
9. Caravans/trailers are not covered for breakdown within the terms and condition of this Insurance Agreement. In the event of a vehicle breakdown We will offer recovery of any attached caravan or trailer (within the specified restrictions).
10. No claim will exceed the current market value of the vehicle at the time of the breakdown.
11. This document is subject to English law unless otherwise agreed in writing by The Underwriters.

Reimbursement

In the event that any reimbursement of costs is due to the agreement holder in relation to the breakdown, You should send copies of all invoices to 2Gether Insurance Ltd Motor Breakdown, 4 Bridge St, Wisbech, Cambs PE13 1AF. Upon receipt We will review Your claim and respond within 30 days.

Section C: General Exclusions

1. Vehicles that have not been regularly serviced or breakdown as a result of inadequate repair, unsuccessful DIY or any claim where no remedial action has been taken to correct the fault since We last attended Your vehicle to carry out a Temporary Repair. Garage attention must always be sought after experiencing a breakdown and evidence of repair obtained.
2. Vehicles being used (or that have been modified for use) in motor racing, rallies, speed or endurance tests, hire or reward (including courtesy vehicles) and Couriers, over 3.5 tonnes gross laden Weight, mechanically modified vehicles requiring specialist repairers (unless agreed by The Underwriter prior to inception).
3. Any liability or consequential loss arising from any act performed in the execution of the Breakdown Insurances provided.
4. Vehicles not in a roadworthy condition immediately prior to any breakdown.
5. Vehicles immersed in mud, snow, sand or water or any fault occurring or being immobilised as a result of contact with mud, snow, sand or water.
6. Any claim that could be recoverable from any insurance policy indemnity or warranty policy.
7. Any fines or penalties imposed by courts.
8. Any charges incurred prior to notification of Breakdown and Our approved repairer attending.
9. The cost of any parts, components, lubricants or materials, food, drinks, telephone calls, petrol, oil or any other incidental expenses.
10. Any claim where 2Gether Insurance Ltd Motor Breakdown have not been notified at least 48 hours prior to a change of vehicle taking place.
11. Any charges incurred resulting from You breaking down in a location that rescuing the vehicle would be unlawful.
12. Any cost of any specialist recovery equipment or Insurance charges needed (as defined by the recovery operator in attendance of Your breakdown).
13. Breakdowns where Your vehicle is not accessible or cannot be transported safely, legally and without hindrance using a standard transporter or trailer.
14. Any toll charges, ferry charges parking charges or traffic congestion charges.
15. Any costs recoverable elsewhere.
16. A second or subsequent use of Our Insurances where no permanent repair has been undertaken by a garage following a previous temporary repair being completed by us, other than in the course of the same journey
17. Any claim for assistance while money is owed to 2Gether Insurance Ltd Motor Breakdown by the Insurance agreement holder.
18. Any claims for private hire vehicles, i.e. taxis. (unless agreed by the underwriters prior to inception)
19. Breakdowns caused by Your vehicle running out of fuel, wrong fuel (misfuelling) or where assistance cannot be effected because the vehicle does not have a Serviceable and/or accessible spare tyre and wheel.
20. Claims arising from loss or damage to contents of or within Your vehicle.
21. Claims directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity 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

Section D: What to do if You have a Complaint

We realise that things can go wrong and there may be occasions when You feel that We have not provided the Insurance You expected. When this happens We want to hear about it so that We can try to put things right. It is important You know that We are committed to providing an exceptional level of Insurance and customer care.

We will always acknowledge Your complaint promptly and let You know the name of the person who will be dealing with the issue. We will seek to issue an early response after having investigated the matter and always aim to provide a final response within 8 Weeks, however if this is not possible We will explain why and how long We expect Our investigations to take. **A copy of Our full complaints procedure is available on request**

If You wish to register a complaint **in relation to the administration of Your policy and Breakdown Insurance**, please contact us in one of the following ways:

Phone: 01945 465508

Email: support@drive-365.co.uk

Post: 2Gether Motor Breakdown Complaints Department, 4 Bridge Street, Wisbech, Cambs PE13 1AF

If You cannot settle Your complaint with us, You may be entitled to refer it to the Financial Ombudsman Insurance. www.fos.org.uk

Section E: The Financial Insurances Compensation Scheme

Most policies issued by Evolution Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS). Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk)

Section F: Data Protection

Motor Breakdown are data controllers in relation to any personal data You supply to 2Gether Motor Breakdown in accordance with the UK Data Protection Act 1998.

2Gether Motor Breakdown will use Your data to set up and administer the Policy, including underwriting and the handling of any claim that may arise, and send Your data in confidence for processing to other companies and repairers involved in this process, including those located outside the European Union. It may also be disclosed to regulatory bodies for the purposes of ensuring compliance and crime prevention.

2Gether Motor Breakdown may use Your data to keep You informed by post, telephone or other means, of other products or Insurances which may be of interest to You. If You do not wish to receive information from 2Gether Motor Breakdown please write to;

- The Data Protection Officer, 2Gether Motor Breakdown 4 Bridge Street, Wisbech, Cambs, PE13 1AF.

With limited exceptions and on payment of an administration fee to each controller, the amount of which We will advise You upon request, You have the right to access and if necessary rectify information held about You. If You wish to make such an inspection, please write to 2Gether Motor Breakdown at the addresses shown above.

Section G: Cancellation Rights under this policy and Insurance agreement

You have a legal right to cancel Your policy for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. As long as no claims/call-outs have been made, We will refund Your premium in full, LESS an administration charge of £10.

If You cancel after the 14 days, You will not receive any refund of premium.

If You wish to cancel a policy You must advise us in writing, prior to expiry of the 14-day cancellation period, to 2Gether Motor Breakdown 4 Bridge Street, Wisbech, Cambs, PE13 1AF.

We will cancel this agreement without refund if You make the maximum number of permissible claims in the policy period. We reserve the Right to suspend Insurance under this policy if a claim has been made in relation to which it transpires that cover should not have applied (eg. Running out of fuel), until such time as the callout and repair costs are reimbursed in full to Us by You. If, after being notified of such costs and suspension of Insurance, You fail to reimburse us within a reasonable period, We reserve the right to cancel Your Insurance by giving You 14 days' notice in writing to Your last known address. In these circumstances a pro-rata refund, less any outstanding costs, will be allowable to You.

Section H: Insurer

This policy is underwritten by Evolution Insurance Company Limited. Evolution Insurance Company Limited is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority in respect of underwriting insurance business in the UK (FCA Number 227649).