

# Breakdown Insurance

POLICY WORDING

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## Introduction

### The Insurer

Your policy is arranged by Policy Excess Insure Ltd trading as Nova Direct (Financial Services Register No. 776575), on behalf of Bastion Insurance Company Limited. Bastion Insurance Company Limited is registered 4th Floor, Development House, St Anne Street, Floriana, FRN9010, Malta and is authorized and regulated in Malta by the Malta Financial Services Authority and is permitted to issue policies in the UK by the UK Financial Conduct Authority under FCA number 446703.

### Insurance Policy

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

### Claims

Policy Excess Insure Ltd trading as Nova Direct are authorised by Bastion Insurance Company Limited to handle all claims under this insurance policy.

### Cancellation

In line with Our statutory obligations you may cancel this insurance policy within 14 days of receiving it. Should You choose to cancel Your policy within this period, You may be charged £4.99 following which you may be entitled to a refund of Your policy premium so long as You have not yet made a claim. Should You choose to cancel Your policy after the 14-day cooling off period We will not make a refund. To cancel Your insurance policy please notify Us at [cancel@nova-direct.com](mailto:cancel@nova-direct.com).

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 Your last known address. Valid reasons for cancellation may include, but are not limited to:

- Fraud,
- Non-payment of policy premium,
- Threatening and abusive behaviour,
- Non-compliance with policy terms and conditions.

## Eligibility for cover

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

We will provide cover if:

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

Please note that this policy is not transferable to another person, or Vehicle. The driver of the Vehicle must remain with or nearby the Vehicle until help arrives.

## Definitions

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

**Accident** - a collision immediately rendering the Vehicle immobile or unsafe to drive.

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

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

**Claims Administrator** - means Policy Excess Insure Ltd trading as Nova Direct who are an Appointed Representative of Premier Insurance Consultants Ltd (FCA 307128).

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

**Excess** means the first part You paid under Your Primary Insurance Policy under the terms of that Policy.

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

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

**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.

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

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

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

**Vehicle** - means the car, light van or motorcycle detailed on Your certificate of insurance, which does not exceed 3,500kg (3.5 tonnes) gross weight, 5.18 metres (17 Feet) length, 1.95 metres (6 feet 3 inches) width and 2.44 metres (8 Feet) height. Maximum permitted Vehicle age is 15 years old (inclusive). This means that at the time of purchase of cover, the vehicle age may not exceed 5,474 days from the date of it’s first registration.

**We/us/our/ The Company** – means Policy Excess Insure Ltd trading as Nova Direct, on behalf of Bastion Insurance Company Limited.

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

## Breakdown – Cover Levels

### Basic Cover

If Your Vehicle suffers a Breakdown You will be presented with two initial options which our Breakdown Agents may assist You with. These are the choice of deployment of a recovery operator vehicle for a Roadside Assistance in order to attempt temporary repairs to Your Vehicle or the deployment of a recovery operator in order to affect Local Recovery to a Suitable Garage within 25 miles roundtrip of the original Breakdown location. If you select Roadside Assistance and it is the opinion of Our Breakdown recovery operator that they are unable to Repair the Vehicle at the roadside, We can at Your request and subject to an additional payment arrange for Local Recovery.

### Local Recovery

Cover applies within the Territorial Limits, more than one mile from your home address. We may arrange for You, Your Vehicle, and up to 4 passengers to be recovered to the nearest Suitable Garage within 25 miles roundtrip.

### Callout Limit

You are covered for up to 6 unique callouts during the period of cover.

### Indemnity Limit

Our liability in any one Insurance year, under this section, will be limited to £2,500 after the deduction of the excess, which is £30.

## Bronze Cover

If Your Vehicle suffers a Breakdown You will be presented with two initial options which our Breakdown Agents may assist You with. These are the choice of deployment of a recovery operator vehicle for a Roadside Assistance in order to attempt temporary repairs to Your Vehicle or the deployment of a recovery operator in order to affect Local Recovery (between 8am and 4pm) to a Suitable Garage within 25 miles roundtrip of the original Breakdown location, or National Recovery (between 4pm and 8am) to your residential address. If you select Roadside Assistance and it is the opinion of Our Breakdown recovery operator that they are unable to Repair the Vehicle at the roadside, We can at Your request, and subject to an additional payment arrange, for Recovery of Your Vehicle.

### Local Recovery

Cover applies within the Territorial Limits, more than one mile from your home address. We may arrange for You, Your Vehicle, and up to 4 passengers to be recovered to the nearest Suitable Garage within 25 miles roundtrip.

### National Recovery

Cover applies within the territorial limits, more than one mile from Your home address. If Local Recovery is not possible at the time of the Breakdown (i.e. it is out of hours and between 4pm and 8am), We may arrange for You, Your Vehicle and up to 4 passengers to be transported to Your home or original destination within the territorial limits.

### Home Assist

Cover applies within the territorial limits at Your home address.

### Callout Limit

You are covered for up to 6 unique callouts during the period of cover.

### Indemnity Limit

Our liability in any one Insurance year, under this section, will be limited to £2,500 after the deduction of any excess, if applicable, which is £30.

## Silver Cover

If Your Vehicle suffers a Breakdown You will be presented with two initial options which our Breakdown Agents may assist You with. These are the choice of deployment of a recovery operator vehicle for a Roadside Assistance in order to attempt temporary repairs to Your Vehicle or the deployment of a recovery operator in order to affect Local Recovery (between 8am and 4pm) to a Suitable Garage within 25 miles roundtrip of the original Breakdown location, or National Recovery (between 4pm and 8am) to your residential address. If you select Roadside Assistance and it is the opinion of Our Breakdown recovery operator that they are unable to



Repair the Vehicle at the roadside, We can at Your request, and subject to an additional payment arrange, for Recovery of Your Vehicle.

### Local Recovery

Cover applies within the Territorial Limits, more than one mile from your home address. We may arrange for You, Your Vehicle, and up to 4 passengers to be recovered to the nearest Suitable Garage within 25 miles roundtrip.

### National Recovery

Cover applies within the territorial limits, more than one mile from Your home address. If Local Recovery is not possible at the time of the Breakdown (i.e. it is out of hours and between 4pm and 8am), We may arrange for You, Your Vehicle and up to 4 passengers to be transported to Your home or original destination within the territorial limits.

### Home Assist

Cover applies within the territorial limits at Your home address.

### Onward Travel

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

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

Please note that onward travel benefits operate on a pay & reclaim basis. Please obtain an invoice and receipt and submit this as part of Your claim to [claims@nova-direct.com](mailto:claims@nova-direct.com).

### Callout Limit

You are covered for up to 6 unique callouts during the period of cover.

### Indemnity Limit

Our liability in any one Insurance year, under this section, will be limited to £2,500 after the deduction of any excess, if applicable, which is £30.

### Gold Cover

If Your Vehicle suffers a Breakdown You will be presented with two initial options which our Breakdown Agents may assist You with. These are the choice of deployment of a recovery operator vehicle for a Roadside Assistance in order to attempt temporary repairs to Your Vehicle or the deployment of a recovery operator in order to affect Local Recovery (between 8am and 4pm) to a Suitable Garage within 25 miles roundtrip of the original Breakdown location, or National Recovery (between 4pm and 8am) to your residential address. If you

select Roadside Assistance and it is the opinion of Our Breakdown recovery operator that they are unable to Repair the Vehicle at the roadside, We can at Your request, and subject to an additional payment arrange, for Recovery of Your Vehicle.

### Local Recovery

Cover applies within the Territorial Limits, more than one mile from your home address. We may arrange for You, Your Vehicle, and up to 4 passengers to be recovered to the nearest Suitable Garage within 25 miles roundtrip.

### National Recovery

Cover applies within the territorial limits, more than one mile from Your home address. If Local Recovery is not possible at the time of the Breakdown (i.e. it is out of hours and between 4pm and 8am), We may arrange for You, Your Vehicle and up to 4 passengers to be transported to Your home or original destination within the territorial limits.

### Home Assist

Cover applies within the territorial limits at Your home address.

### Onward Travel

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

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

Please note that onward travel benefits operate on a pay & reclaim basis. Please obtain an invoice and receipt and submit this as part of Your claim to [claims@nova-direct.com](mailto:claims@nova-direct.com).

### Cover in Europe

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. 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.

### Breakdown on French Motorways

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

In the event of a French Breakdown, you must:

1. Get to an emergency telephone box. Press the button and the police may send assistance to Your location.
2. If You are using a public phone, dial 17 or, from a mobile phone, dial 112.



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

### Callout Limit

You are covered for up to 6 Unique callouts during the period of cover.

### Indemnity Limit

Our liability in any one Insurance year, under this section, will be limited to £2,500 after the deduction of any excess, if applicable, which is £30.

## Breakdown – General Exclusions

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

- i. Any Breakdown assistance within 72 hours of purchase unless you have had continuous like-for-like cover under a previous Breakdown policy.
- ii. Any Electrical or Non-Start issues reported within the first 30 days.
- iii. Any Claims reported within the first 30 days from the policy start date where no proof of use of the vehicle can be provided.
- iv. Vehicles aged 15 years or older. This is defined as being vehicles greater than 5,474 days old since the date of the vehicle's first registration.
- v. Vehicles not registered with Us.
- vi. Repatriation of Your vehicle from Europe.
- vii. Any claims relating to the following:
  - a. Vehicles exceeding 3,500kg (3.5 tonnes) in weight.
  - b. Vehicles more than: 5.18 metres (17 Feet) long, 1.95 metres (6 feet 3 inches) wide and 2.44 metres (8 Feet) height.
- viii. Breakdown caused by failure to maintain the Vehicle in a roadworthy condition including maintenance of proper levels of oil, water or tyres.
- ix. Assistance following an accident, theft or vandalism.
- x. Breakdowns caused by insufficient fuel or the cost of draining or removing contaminated fuel.
- xi. Any Breakdown occurring outside of the territorial limits or Europe, as determined by the cover shown on Your certificate of Insurance.
- xii. Any costs should You opt to use an alternative Breakdown and recovery provider.
- xiii. Any Claim not notified and authorised prior to expenses being incurred, or any costs or expenses not authorised by Our rescue controller.
- xiv. Any charges where You, having contacted Us, effect recovery or repairs by other means unless We have agreed to reimburse You.
- xv. Any Breakdown where service cannot be affected because the Vehicle does not carry a spare wheel, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels.
- xvi. Assistance whereby Your Vehicle dashboard warning lights are activated, however Your Vehicle has not broken down and is not immobilised.
- xvii. Any Breakdown involving or relating to a caravan or trailer
- xviii. Minibuses, limousines, horseboxes, motor homes, campervans or converted Vehicles providing living accommodation.
- xix. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the Breakdown within an agreed time by Us.
- xx. Any request for service if the Vehicle cannot be reached or is immobilised due to snow, mud, sand or flood or where the Vehicle is not accessible or cannot be transported safely and legally using a standard transporter.
- xxi. Any request for service if the Vehicle is being used for motor racing, rallies, contest, speed trial or practice for any of these activities.
- xxii. Overloading of the Vehicle or carrying more passengers than it is designed to carry.
- xxiii. The charges of any other company (including police recovery) other than Our Breakdown and recovery operator or of car hire or accommodation charges except for those authorised by Us.

- xxiv. Any damage to Your Vehicle or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided.
- xxv. Any losses that are not directly covered by the terms and conditions of this policy. For example, we will not pay for you to collect Your Vehicle from a repairer or for any time that has to be taken off work because of a Breakdown.
- xxvi. Subsequent call outs for any symptoms related to a claim which has been made, unless Your Vehicle has been fully repaired at an approved garage.
- xxvii. Failure to comply with requests by Us or our Breakdown and recovery operators concerning the assistance being provided.
- xxviii. Direct or indirect loss, damage, or liability caused by, contributed to or arising from:
  - a. Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from a nuclear waste from the combustion of nuclear fuel.
  - b. The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
  - c. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
  - d. Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
- xxix. Any claim for fines or penalties imposed by courts.
- xxx. Any claim for miscellaneous costs, such as but not limited to telephone calls, ferry or toll charges, food and drink.
- xxxi. The cost of any replacement parts or labour.
- xxxii. Any additional charges incurred as a result of any aftermarket modification to Your Vehicle.
- xxxiii. Any cost recoverable under any other insurance policy that You may have.
- xxxiv. Claims exceeding the indemnity limit during the period of cover.
- xxxv. Any storage charges following a Breakdown.
- xxxvi. Vehicles that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and Your safety is compromised.
- xxxvii. Assistance if the Vehicle is deemed to be illegal, such as Vehicles without a valid MOT certificate, untaxed, uninsured, unroadworthy or dangerous to transport.
- xxxviii. Recovery of the Vehicle or Your transport costs to return the Vehicle to Your home once it has been inspected or repaired.
- xxxix. Any cost that would have been incurred if no claim had arisen.
  - xl. A request for service following any intentional or wilful damage caused by You to Your Vehicle.
  - xli. Any winching charges or the use of specialist equipment.
  - xl. The cost of a locksmith if You lose, break or lock Your keys in Your Vehicle.
  - xl. Any claim if the Vehicle suffers a Breakdown at a motor trader's premises or garage offering Vehicle repair.
- xliv. The cost of a glass or tyre specialist. We will arrange for Your Vehicle to be taken to a nearby Suitable Garage for assistance, but You will have to pay for any work carried out on the Vehicle. Any other recovery may be arranged but You will be liable for any additional costs.
- xl. Any false or fraudulent claims.
- xlvi. Battery, Ignition or Electrical faults within the first 30 days of the commencement of the policy.

## Breakdown – General Conditions

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

- i. We have the right to refuse to provide the service if You or Your passengers are being obstructive in allowing Us to provide the most appropriate assistance or are abusive to Our Rescue Controllers or Our Breakdown and recovery operators.
- ii. In the event that a recovery agent is deployed to You, should You cancel the agent mid-route for any reason, We reserve the right to deny any repeat calls for assistance for the same event and You will lose a call out from Your policy.

- iii. 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 notifying You by letter to Your registered address, of what action We have taken.
- iv. In the event You use the service and the fault is subsequently found not to be covered by Your 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.
- v. Where a recovery is required to a garage, You must choose a reasonably suitably close and proximate dealer, and confirm with them prior to recovery of Your Vehicle that they are able to accept Your Vehicle. Failure to do so will result in Our recovery controller choosing a garage for You. Where Your Vehicle is recovered to a garage We do not take responsibility for any delays which may occur for parts delivery or repair times.
- vi. 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 You do not have funds available, any further service related to the claim will be denied.
- vii. You must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If You do not have fund available, any further service relating to the claim will be denied.
- viii. You must take Your Vehicle to an Suitable Garage within 48 hours of every Breakdown fault to have the fault rectified. You must obtain proof of the rectification and provide these to Us upon request. Failure to do so will result in repeat events for the same fault being denied.
- ix. If the Vehicle is beyond economical repair, We have the option to offer the market value of the Vehicle to you and pay for alternative transport home.
- x. We reserve the right to recover Your immobilised Vehicle in accordance with and subject to any legislation, which affects drivers' working hours.
- xi. The transportation of livestock (including dogs) will be at the discretion of the Breakdown and recovery operator. Alternative transport can be arranged but You will need to pay for this service immediately by credit or debit card.
- xii. Regardless of circumstances, We will not be held liable for any costs incurred if You are unable to make a telephone connection to any numbers provided.
- xiii. We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.

## Claims Process

If Your Vehicle breaks down, please call our 24-hour Control Centre on: 0203 745 8216 – option 3. Please have the following information ready to provide our Rescue Controller, who will use this information to validate Your cover.

- Your name,
- Your vehicle make, model and registration details,
- Your Policy Details,
- Your return telephone number with area code or mobile phone number,
- Details of the suspected nature of the breakdown.
- The precise location of Your Vehicle (or as accurate as You can be under the circumstances).

Breakdown due to a flat tyre (inclusive of punctured and blown tyres):

- We will require confirmation that you have access to the locking wheel nut where applicable.
- We will need confirmation that you have a fully serviceable spare or space saving wheel.
- Please note without the above, PEX are unable to provide assistance under this policy.
- If you have an aerosol kit, and require assistance, the PEX operator may provide telephone support on how to self-administer the kit as required.

We will take Your details and ask You to remain by the telephone You are calling from. Once We have made all the arrangements We will contact You to advise who will be coming out to You and how long they are expected to take. Your mobile phone must be switched on and available to take calls at all times.

If we are unable to validate Your cover You may be asked to make a small payment (which will be returned once cover is validated) prior to assistance being provided. Please remember to guard Your safety at all times but remain with or nearby Your Vehicle until Our Breakdown and recovery operator arrives. Once the Breakdown operator 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 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, the vehicle is not accessible or no fault can be identified upon inspection, You will be charged £100 if within the United Kingdom or £150 if You are in Europe (Gold Cover only) and you will lose a call out from Your Policy. In the event that a dispatch is made and the operator arrives to find the absence of Your locking wheel nut or serviceable spare wheel or space saving wheel, You will be charged £100 for the dispatch. If You do not wait for assistance to arrive because You are able to start Your Vehicle, if Your Vehicle breaks down again within a 30 day period, You will be charged for the second and subsequent call outs 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.

### 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 may 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.

### Representation

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

This obligation continues to apply during:

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

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

For full details of the remedies and actions that We can rely on in the event of a deliberate, reckless or careless non-disclosure and/ or misrepresentation, please refer to the provisions within the Consumer Insurance (Disclosure and Representations) Act 2012.

### Right of Recovery

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

### Substitution

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

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

## Complaints

### General complaints

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

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

Please email Policy Excess Insure Ltd T/A Nova Direct on [complaints@nova-direct.com](mailto:complaints@nova-direct.com) and We will address Your complaint within 14 days.

### 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.

If You remain dissatisfied after following the above complaints procedures in full, You may ask the following autonomous and independent body to review Your case.

Office of the Arbiter for Financial Services  
1st Floor, St. Calcedonius Square  
Floriana  
Malta  
FRN 1530  
Email: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)  
Telephone: +356 2124 2945 (overseas call charges apply)  
Web: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt)

Using this complaints procedure or referral to the Financial Ombudsman Service or Malta Financial Services Authority does not affect Your legal rights.

## Legal and Regulatory Information

### Compensation Scheme

This Policy is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer is unable to meet their liabilities. If You do Claim against the scheme, You are covered for 90% of Your entire Claim. 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 [info@nova-direct.com](mailto:info@nova-direct.com).

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

### Data Protection

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

- a) Policy set up and management,
- b) We may collect and use Your name, identity and contact information, and personal information associated with Your Primary Insurance Policy for the purpose of deciding whether to enter into, and when performing the agreement, between Us to provide You with Your Policy,
- c) We may use automated decision making procedures to decide on the availability of an Insurance Policy and its terms. You may express Your views and request an individual review any automated decision by contacting Us at [info@nova-direct.com](mailto:info@nova-direct.com),
- d) We may share personal data collected with the Administrator to manage the Policy. We may also share personal data collected for these purposes with third parties. The sharing of this information will be for identifying and credit checking purposes and to identify potential fraud,
- e) We will retain the personal data used to decide whether to enter into an insurance Policy for 6 years. We will retain the personal data used to manage and administer the Policy for the duration of the Policy life plus 6 years.



Any information provided to us will be processed in accordance with the provisions of the prevailing Data Protection Legislation.

### Your Personal Data Rights

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

You have the following rights:

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

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