

# Taxi (Hackney Carriage and Private Hire) Policy Document

## Breakdown Recovery Insurance

## Policy Terms and Conditions

### Taxi Policy Document

Welcome to Your National Breakdown Policy Terms & Conditions covering your vehicle(s) for Hackney Carriage and/or Private Hire use. Please also refer to Your Policy Schedule, which details the cover arranged for You. If you have any further questions regarding this policy, please call Us on 0800 027 2326.

Remember to keep Your documents safe and accessible.

Useful Contacts:

If you need to make a claim, call the number below. Lines are open 24 hours a day, 365 days a year.

**Claims – 01274 288 488**

**Hard of Hearing line – (18001) 01274 845151**

New membership or policy adjustments - 0800 027 2326. Lines open Mon – Fri 0900 – 1800.

E-mail: [cs@nationalbreakdown.com](mailto:cs@nationalbreakdown.com) (customer services)

Complaints – 01274 288 488 or [complaints@nationalbreakdown.com](mailto:complaints@nationalbreakdown.com)

## 1. Service Provider and Insurer

This insurance is arranged by International Breakdown Ltd trading as National Breakdown and underwritten by Novus Underwriting Ltd on behalf of Millennium Insurance Company Ltd.

International Breakdown Ltd: registered office Office 1, 1 Link 606 Business Park, Staithgate Lane, Bradford BD6 1YA. Registered in England number 03917880. Authorised and regulated by the Financial Conduct Authority (FCA) reference number 313459.

Novus Underwriting Ltd: registered office 4th Floor 34 Lime Street, London, United Kingdom, EC3M 7AT. Registered in England number 10844265. Novus Underwriting Ltd is an appointed representative of Consilium Insurance Brokers Limited: registered office 4th Floor 34 Lime Street, London, United Kingdom, EC3M 7AT. Registered in England number 03149879. Authorised and regulated by the Financial Conduct Authority (FCA) reference number 306080.

Millennium Insurance Company Limited is regulated by the Gibraltar Financial Services Commission ("GFSC") under the Financial Services (Insurance Companies) Act to carry on insurance business. Reg No. 82939. Its principal office is PO Box 1314, 13 Ragged Staff Wharf, Queensway Quay, Gibraltar, GX11 1AA.

Details of the above can be checked on the Financial Services Register at <https://register.fca.org.uk/> or by calling them on 0800 111 6768.

## 2. Definitions

Wherever the following words and phrases appear in this document with a capital letter they shall have the meaning given below:

**Approved Incident/Incident** - Mechanical or electrical breakdown which occurs within the Geographical Limits, during the period of insurance, which immobilises the Insured Vehicle or renders it un-roadworthy.

**Not including** - accident, road traffic collision, vandalism, fire, theft or attempted theft and Driver induced incidents (such as running out of fuel, losing, breaking or locking in keys, or driving on after a

fault is evident) In the case of accidental damage or where the incident is not covered under this policy, assistance can be arranged by Us on a PAYG basis only.

**Approved Incident Excess/Excess** - The amount that You are responsible for paying to Us in the event of an Approved Incident. The amount of Excess, if any, is detailed on Your Policy Schedule

**Attending Operative (AO)** – The independent operator deployed by Us from Our network of suppliers to provide assistance and/or recovery services under the terms of this policy, which may include a service van, recovery truck, mis-fuel specialist, tyre supplier, or other service.

**Claim Limit** – means the maximum number of Approved Incidents and the maximum amount that We will authorise against a policy. We will not pay for more than two Approved Incidents during a 12-month Policy Duration where the further incidents arise from the same or a similar fault. We will not pay for more than four Approved Incidents in total during a 12-month Policy Duration for any one Insured Vehicle. We will not pay for more than £2,000 in total in relation to any one Approved Incident

**Driving Miles** – means the distance measured by odometer when undertaking an actual journey based on the most appropriate route given road, weather, traffic, and other conditions and the vehicles involved. All distances referred to in this policy are Driving Miles unless specifically defined as a radius distance.

**Geographical Limits** -

**UK Service Provision** - The mainland of England including the Isle of Man and the Isle of Wight, Wales including Anglesey, Scotland including Orkney, Shetland, Mull, Skye, Bute, Lewis and Harris, Islay and Jura, Northern Ireland.

**Home/Base** - The address last notified to International Breakdown as the policyholder's permanent residence or place where the Insured Vehicle is normally kept.

**Insured Vehicle/Vehicle** - The vehicle, details of which have been provided to Us, being one of the following: car, estate car, MPV, or minibus appropriately licenced and tested and used for Private Hire (Minicab) or Hackney Carriage use only which does not exceed the following weight and dimensions (including any load You are carrying): 7,500 kgs, length 7 metres; height 3 metres and width 2.25 metres. Any variation to the vehicle details, including a change of vehicle, must be notified immediately to National Breakdown's administration department on 0800 027 2326. If notification is not given, assistance will be refused.

**Mis-fuel, Mis-fuelling Mis-fuelled** – means the introduction of the wrong fuel into the vehicle's fuelling system due to human error, including Diesel BSEN 590, Unleaded BSEN 228 or Super Unleaded BS7800. Incidents involving bio-diesel, Leaded fuel (4 star), red diesel or ethanol as either the recommended or incorrect fuel are not covered.

**Passenger** – A fare paying passenger accompanying the Vehicle at the time of the Approved Incident.

**Pay As You Go (PAYG)** – Payment via a Select Account or payment card for services on a pay-on-use basis.

**Policy Duration** - the start and end dates and time of Your policy as detailed on your Policy Schedule.

**Policy Schedule** – A document attaching to this policy that confirms details of You, the Insured Vehicle, the level of cover selected, start date and time and the length of cover.

**Policy Start Date** – The date and time Your policy commences. Your policy will start at 00:00:01 (1 second past midnight) on the day following the purchase and arrangement of Your policy, unless a later date is requested and arranged, and will be detailed on Your Policy Schedule. Incidents occurring prior to or anytime within the first 2 days following the policy purchase date will not be covered under a new policy.

**Repairer** – Any appropriately qualified mechanic, garage or service provider which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

**Select Account** – A pre-arranged business credit account held with International Breakdown Ltd operating with terms and limits agreed with and approved by International Breakdown Ltd.

**We/Us/Our** - International Breakdown Ltd T/A National Breakdown with Novus Underwriting Ltd on behalf of Millennium Insurance Company Ltd.

**You/Your/Driver** - The policyholder or any person driving with Your permission.

### 3. Details about Your Vehicle(s)

You must ensure that You provide Us with the correct information about the Vehicle(s) that You wish to cover under this policy. The classification, age, usage, dimensions, body-type, and weight of a vehicle and any load carried may determine the premium to be charged by Us and the resource to be deployed by Us or an AO in the event of an Approved Incident. If We do not hold the correct Vehicle details, service provision under this policy may be refused. Please note that vehicle details held on a database (such as DVLA) may be inaccurate and/or out of date. The age of a Vehicle not first registered in the UK must be advised to Us as the age from date of manufacture.

You must keep Us advised immediately of Your current Home/Base details where the Vehicle is kept if these change during the policy term. Failure to do this may restrict the service We are able to provide.

### 4. Adding and Removing Vehicle(s) During a Policy

During the policy term and at Our discretion:

- a) a Vehicle can be removed from a policy at any time. No refund of premium will be payable.
- b) a Vehicle may be changed at any time. Additional premium as calculated by Us will be charged on a pro-rata basis at a minimum of 25% of the annual premium. No refund of premium will be payable.
- c) the cover level applying to a Vehicle may be upgraded at any time. Additional premium as calculated by Us will be charged on a pro-rata basis at a minimum of 25% of the annual premium. No refund of premium will be payable.

Any premium payable will be calculated based on the premium already paid and the premium level in force at the time of the change.

### 5. How To Make a Claim

If Your vehicle breaks down due to mechanical or electrical failure, which occurs during the course of a journey, service will be provided in accordance with the policy wording. Subject to these terms and conditions and the cover level purchased We will provide cover for costs involved with the roadside assistance or recovery (excluding parts) during the period of insurance and within the geographic limits detailed within the policy wording.

If Your vehicle breaks down please call Our 24 hour Control Centre on 01274 288 488. Please have Your return telephone number, policy number and precise location available when requesting assistance.

Any fault or suspected fault with the Vehicle should be addressed immediately and You must contact Us as soon as You suspect a fault may be occurring or may have occurred.

We will refuse assistance where the Vehicle and/or any load is illegal or unsafe for any reason, including being overloaded.

We will log Your details and You will be asked to stay by the telephone You are calling from or offer an alternative number. Once we have validated Your claim and identified Your location We will begin to make the necessary arrangements to assist You.

Please remember to stay safe at all times while remaining with or close to Your vehicle. Once the Attending Operative (AO) arrives at the scene please be guided by their safety advice.

If Your Vehicle has broken down on a motorway and You have no means of contacting Us or are unaware of Your location, please use the nearest SOS box and advise the Highways Agency of Our telephone number, and they will contact Us to arrange assistance. If the Highways Agency or 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.

### **Providing Us with Your location details**

You are responsible for providing accurate location and access details in relation to Your Vehicle.

We reserve the right to charge You for any additional costs incurred by Us because of incorrect location, access issues, or if you are not with the Vehicle when assistance arrives.

**We recommend** that you download the **what3words App**, which will allow you to share your location details with us when you are with your vehicle and require assistance. Please visit <https://what3words.com/ways-to-use> for more details.

Please note that some locations will not allow, or have restrictions about, an AO attending and working at their premises, and some locations have height or width restrictions that may prevent the AO from attending or providing service. Our ability to provide service may be limited if Your Vehicle location has obstructions or is in a position difficult to access or in which it is difficult to deploy assistance equipment, including the proximity of other vehicles, buildings or obstructions, narrow locations, or hills.

You must answer all the questions We ask at the time of incident truthfully and in full including details of height or space restrictions caused by any factors such as buildings, other vehicles, etc. We will often request photographs where possible so We understand the scene and can deploy assistance taking account of the location.

You are responsible for ensuring that there is suitable access for the AO to the Vehicle prior to Us deploying the AO. If Our AO is unable to access the Vehicle or correctly deploy equipment We may limit or refuse to provide service or charge You for additional costs incurred by Us.

### **How we process your claim**

We understand that suffering from a vehicle breakdown can be worrying and stressful. Once We have validated Your policy by checking Your details, the level of cover in place and the status of Your Vehicle We will contact Our network of AOs and deploy assistance at the scene of the Approved Incident. We will always attempt to deploy assistance appropriate to the circumstances; however, this will depend upon the symptoms and circumstances described to Us by You and the availability of resources within Our AO network.

### **Estimated time of arrival (ETA)**

The AO will provide Us with the Estimated Time of Arrival at the scene of the Approved Incident. We will provide the ETA to You by text message. The AO may arrive at a time earlier or later than the ETA given. This can be due to many reasons, including workload, weather and traffic conditions. Where possible We will provide You with updates by telephone and/or text message. Because of this it is important that You remain with the Vehicle until the AO arrives on scene. If You are not on scene when the AO arrives You will incur additional charges and/or refusal of service.

### **Investigating symptoms**

The attending AO will assess the symptoms experienced in relation to the Vehicle. Please note that it may not be possible for the AO to undertake diagnosis at the roadside due to the complexity of equipment required and the working environment. Any costs charged for diagnosis are not covered under this policy. Where the AO is able to undertake a safe and timely temporary repair at roadside, this will be carried out. Otherwise arrangements will be made to recover the Vehicle. Please note that it is Your responsibility to nominate or make arrangements with any workshop to which the Vehicle is recovered. Roadside repairs will never be carried out where faults are suspected in relation to safety related items, such as steering or brake systems.

### **Repairs undertaken at Roadside**

Any repair made at the roadside is deemed to be a temporary repair and You must have the vehicle inspected by an appropriate garage and the repair made permanent immediately. Further requests for assistance within 14 days relating to the same or a similar fault will be refused or attended on a PAYG basis only unless You can evidence that a workshop repair has been completed.

### **Incidents where we decline to provide service**

Service is always provided in line with these policy terms and conditions. Where We decline to provide service, We will explain the reasons for this to You, and provide this in writing upon request.

We may be able to offer You assistance on a PAYG basis where a claim has been declined. Please note that We will always decline to provide service for non-covered events, pre-existing or non-repaired faults (receipts will be required to evidence a repair) or if the Vehicle does not have a valid MOT and Road Tax, which we check via the DVLA/DVSA in relation to each incident. We will not arrange for assistance when the Vehicle and/or any trailer prior to incident is considered unsafe, overweight, dangerous, or illegal to drive, or where it is illegal to now repair or transport.

### **Storage Charges**

You are responsible for paying any storage charges that may be incurred whatever the circumstances, including Vehicles awaiting Your decision in granting repair authority or collecting the Vehicle after repair including if these are incurred due to a lockdown or other travel restrictions.

### **Where We are unable to provide service due to local or national restrictions**

We will not be liable for any consequential losses due to delays or restrictions introduced within UK or EU that limit the freedom of movement of vehicles or people in the event of a pandemic or where AO's introduce restrictions to safeguard their employees where there is the potential of the spread of a communicable disease.

### **Responsibility for services provided**

AOs and service providers including but not limited to garages, Repairers, recovery operators, mis-fuel specialists, locksmiths, hotels, and car hire providers are not approved by Us and do not act as Our agents. We cannot be held liable for any acts or omissions of any such AOs and service providers. We will arrange assistance for You in accordance with these terms and conditions and We will reimburse expenditure We have authorised. If You have a complaint about the work carried out or service provided You should contact the service supplier direct. It is Your responsibility to ensure You have received and understood any quotation given before agreeing to any work being carried out. Any contract for work or repair will be between You and the service provider. Only the service provider has legal responsibility to You for the performance and quality of services, including those provided at the roadside.

### **Road Traffic Collision**

You are not covered in the event of accident or road traffic collision; however, we may still be able to assist You on a PAYG basis. If You would like to arrange further assistance, please call Us on 01274 288488.

## **6. What to do if you have a complaint**

### **Complaint regarding the sale of the policy**

Please contact the agent or broker who arranged the insurance for You.

### **Complaint regarding claims or where you purchased your policy from National Breakdown directly**

Please contact Customer Relations Department, National Breakdown, Office 1, 1 Link 606 Business Park, Staithgate Lane, Bradford BD6 1YA. Tel 01274 288488. Email [complaints@nationalbreakdown.com](mailto:complaints@nationalbreakdown.com). Your complaint will be acknowledged within 5 working days. We will advise You who is dealing with Your complaint and when We expect to respond. We aim to respond fully within 8 weeks, however if We are unable to provide a final response within this period, We will write to you before this time and advise why We have not been able to offer a final response and how long We expect Our investigations to take.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Tel: 0300 123 9 123. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

If You have purchased the insurance policy online, You may also raise Your complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward Your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK

this is the Financial Ombudsman Service. However, this may be a slower route for handling Your complaint than if You contact the Financial Ombudsman Service directly.

## 7. Summary of Cover Levels and Benefits

The table below outlines in summary the benefits of Your cover as detailed in Your Policy Schedule and defined in this policy wording.

| Benefits                         | Taxi Cover |
|----------------------------------|------------|
| Roadside Assistance              | ✓          |
| Local Tow up to 25 driving miles | ✓          |
| Message relay                    | ✓          |
| 24hr/365 cover                   | ✓          |
| PAYG in the UK after an Accident | ✓          |
| Nationwide UK Recovery           | ✓          |
| Alternative transport            | ✓          |
| Overnight Accommodation          | ✓          |
| Callout from Home/Base           | ✓          |
| Mis-Fuel Cover                   | ✓          |

### Uninsured Service (PAYG)

We can provide assistance for faults that are not covered under this insurance policy or where You would like Us to apply additional assistance to an Approved Incident. All costs must be paid for immediately by credit or debit card. If You wish to use this service please call 01274 288 488 and request the 'PAYG service'. Please note: Insured Services may be refused where a non-insured service has not been settled in full.

## 8. Terms and Conditions

The level of cover applying is detailed on Your Policy Schedule providing the appropriate premium has been paid.

### Taxi Cover

#### UK Roadside Assistance with Nationwide UK Recovery, Callout from Home/Base and Mis-fuel Cover

What You are covered for:

If You lose the use of the Insured Vehicle because of an Approved Incident We will arrange and pay for an AO to attend at the roadside or Your Home/Base address (for up to one hour where the AO advises a repair is possible) in order to try and restore the Insured Vehicles' mobility or make it roadworthy.

Where no roadside repair is possible:

We will pay for the Insured Vehicle, Driver and up to 6 Passengers to be transported a maximum of 25 miles to a local Repairer or if You prefer to Your Home/Base address providing this is within 25 miles of the scene. Where the Insured Vehicle cannot be received by a local Repairer due to business hours, the Insured Vehicle will be taken to Your Home/Base or to a place of safety and re-delivered a maximum of 15 miles to the Repairer on the next business day. Any costs for travel or

accommodation, including those incurred by You or a Passenger travelling onward from Home/Base or a place of safety, or to return to collect the repaired Vehicle, are not covered. Any mileage over the specified maximum limits will be payable to Us by You.

When You have called for Our assistance, if the Vehicle cannot be made roadworthy at the scene of the Approved Incident, and it is apparent repairs cannot be completed at a suitable Repairer within 48 hours of Us being first notified of the Incident and at our discretion, Either

#### **Nationwide Recovery** (does not apply when at or within a 1 radial mile of Your Home/Base)

What You are covered for:

We will arrange and pay for You and the Insured Vehicle to be taken to Your intended destination or Home/Base anywhere within the UK Geographical Limits whichever is nearer. When You have arrived at the destination, at Your option We will arrange and pay for the Insured Vehicle to be transported up to a further 15 miles to a garage of Your choice, providing it is within one complete journey. The means of transport will be at Our discretion. We will not pay for long-distance transport of the Insured Vehicle to the premises where the Insured Vehicle was purchased solely to claim under a warranty scheme or when a suitable alternative Repairer is nearer to hand or when it is apparent a local repair can be carried out the same day. Or

#### **Alternative Transport: 48-Hour Replacement Vehicle (NOT a taxi or private hire vehicle)**

What You are covered for:

If repairs to the Insured Vehicle are carried out at a local Repairer, if necessary, We will authorise up to £100 in total for the following benefits: Arrangement of appropriate public transport, or a self-drive rental vehicle, when and where available, for up to 48 hours, for You to continue Your journey or return Home. A hire car is not available following breakdowns at or within 25 miles of Your Home/Base. We will authorise the delivery, the 48-hour rental charge and collision damage waiver insurance. You will remain responsible for returning the rental vehicle to the hire car providers, for the cost of any fuels and oils used and any charges in excess of 48 hours; unless International Breakdown Ltd has expressly authorised an extension of the hire directly with the relevant car hire providers. You must be able to satisfy the requirements of the hire car providers, as to an acceptable driving license and minimum driver age. They will also require sight of Your credit/charge card before releasing the vehicle to You. You will be responsible for collection of the Insured Vehicle following repair. This cover is provided on a pay and reclaim basis and you will need to submit the itemised receipt(s) to us. It is not possible for Us to arrange a Taxi hire vehicle. Or

#### **Overnight Accommodation**

What You are covered for:

At Our discretion, We will authorise one night's bed and breakfast accommodation for You in a local hotel while You wait for repairs to the Insured Vehicle to be completed, on condition the Approved Incident has occurred after business hours more than 25 miles from Home/Base. The most We will pay is £40 per person per night with a limit of £40 per Approved Incident. This cover is provided on a pay and reclaim basis and you will need to submit the itemised receipt(s) to us.

#### **Authorisation by Us of Nationwide Recovery, Alternative Transport, or Overnight Accommodation**

Where a repairer can undertake the work, it is Your responsibility to authorise the repair and pay for the work. If You delay the authorisation or the repair, or if a repairer identifies that additional work is required in addition to rectifying the fault leading to the Approved Incident, We will not offer further assistance, including Nationwide Recovery, Alternative Transport or Overnight Accommodation.

#### **Locating a Suitable Repairer**

We will attempt to assist You in locating a local Repairer able to complete the work required within 48 hours of Us being first notified of the Incident. You will be responsible for authorising and paying for any repair and You will contract directly with the Repairer for the work undertaken.

Where it is outside of normal working hours we may, at our discretion, offer You either alternative transport or overnight accommodation and We will then attempt to locate a Repairer the following business day that can complete repairs within the 48 hours. If We are unable to locate a Repairer then We will offer You Nationwide Recovery or, if You prefer, further alternative transport or overnight accommodation up to the limits that apply.



### Vehicle Movement by National Highways or Police

Where Your Vehicle is moved by the authorities (such as National Highways or the Police) You will be responsible for meeting any costs. In the event of an Approved Incident, We will reimburse evidenced costs up to the following amounts:

| Gross Vehicle Weight       | Maximum reimbursement |
|----------------------------|-----------------------|
| Up to 3500 KG              | £150                  |
| Over 3500 KG up to 7500 KG | £200                  |

### Carriage of You and Passengers by the AO

Where the AO is unable or unwilling to transport You and/or Passengers in the AO's vehicle We will authorise alternative methods of transport to provide the benefit to which You are entitled under this policy. This will be on a pay and reclaim basis and You will need to provide itemised receipts to Us.

### Mis-fuel Cover

What You are covered for:

If You have Mis-fuelled the Vehicle We will arrange and pay for an AO to drain and remove the incorrect fuel, which will become the property of the AO; or

If it is not possible to drain and remove the incorrect fuel at the location of the Vehicle at the time of the Approved Incident We will arrange and pay for You, up to 6 passengers and the Insured Vehicle to be taken to the nearest suitable garage which can undertake the drainage within 25 miles.

We will refuel the Vehicle with £10 of fuel of the correct type.

We will pay labour costs associated with fitting parts made unserviceable by Mis-Fuelling as specified by the AO or repairing garage and approved by Us. The maximum amount payable under this policy is £250 including VAT.

### Message Relay

What You are covered for:

If We have been contacted in connection with an insured incident, We will relay up to 2 telephone messages to Your family members, friends or business associates to advise of unforeseen travel delays.

## 9. General Exclusions Applying to All Parts of This Policy

What You are not covered for:

1. Any benefit under this policy where the vehicle or vehicle use described and declared to us is misleading or inaccurate, or where the incorrect premium has been charged as a result of a description or information provided by You.
2. Any incident which occurs anytime within the first 2 calendar days following the day You purchased Your policy or where We consider the incident has been caused or contributed to by a condition present at or before Your Policy Start Date. Where You purchase a renewal or replacement policy, cover will begin in full at the Policy Start Date if there has been no break in cover between the old and the new policy for the same Vehicle. Where You request a change of Vehicle details or add a vehicle to a policy, We will have the option to accept or refuse the change. Where We accept the change, You will immediately pay Us any increase in premium due. Once Your replacement or additional Vehicle is accepted by Us any incident that occurs within the first 2 calendar days following the day we notified you of Our acceptance of the addition or replacement or caused by a pre-existing condition will not be covered
3. The cost of replacement fuel or for any spare parts required to restore the mobility of the Insured Vehicle or for any costs incurred as a result of the unavailability of spare parts.
4. Any costs which would have been incurred in the course of a journey, if the insured incident had not occurred.
5. Any claim arising directly or indirectly from or consisting of the following: The failure (or fear of failure) or inability of any equipment or any computer program, whether or not You own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.
6. The cost or the quality of repairs when the Vehicle is repaired in a garage, and/or any costs charged for the use of diagnostic equipment at any time including at roadside.
7. Assistance or recovery while the Insured Vehicle is not readily and safely accessible, is partly or completely buried in snow, mud, sand, or water or when the vehicle has left the highway.



8. Damage or costs incurred as a direct result of gaining access to the Insured Vehicle following Your request for assistance.
9. The costs incurred in obtaining a spare wheel or for roadside repair where You are unable to provide a serviceable spare wheel or locking wheel nut key. This excludes vehicles that are not provided with a spare wheel in accordance with the manufacturer's specifications where assistance will be limited to recovery to a local Repairer to a maximum of 15 miles.
10. If You are practicing for, or participating in, racing, trials or rallying.
11. Any cost recoverable under any other policy of insurance or under the service provided by any other motoring organisation.
12. Assistance or recovery when the Insured Vehicle is carrying more occupants than recommended by the manufacturer or at a greater weight than that for which the Insured Vehicle was designed, or where any load is deemed as illegal or unsafe, or where the Insured Vehicle is being used illegally, unreasonably, or on unsuitable terrain.
13. Any claim when the Insured Vehicle exceeds 3,500 kg gross vehicle weight, 7 metres in length, 3 metres in height, or 2.25 metres in width, unless the appropriate additional fee has been paid.
14. Any claim where the Insured Vehicle exceeds the age limits specified and the appropriate premium has not been paid.
15. Any claim where the vehicle is designed and built for the purpose of towing an American style caravan or trailer connected using a 5th wheel coupling.
16. Any claim where the vehicle is a van or car derived van.
17. Any claim arising where the person driving the Insured Vehicle with Your permission does not have the correct valid driving licence for the Vehicle.
18. Any claim arising from an inadequate repair or attempted repair carried out during the course of the same journey unless the repair has been approved by Us.
19. Consequential losses of any nature other than as specifically provided within the terms of this policy.
20. Any deliberately careless or deliberately negligent act or omission by You.
21. We will not provide cover for any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
22. We will not provide cover for any direct or indirect consequence of:
  - a) Irradiation, or contamination by nuclear material; or
  - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
23. We will not provide cover for any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
24. We will not provide cover for any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
25. The cost of telephone calls when contacting Us. Whenever possible We will call You back as soon as possible.
26. Consequential losses of any kind arising from the provision of, or any delay in providing the services to which this policy relates, unless negligence on Our part can be demonstrated.
27. Any assistance as a result of vehicle breakdown due to: a) Running out of Fuel, Oil or Water b) Frost Damage, c) Rust or corrosion, d) Un-roadworthy wheels/tyres, or e) the use of incorrect fuel (unless Your Policy includes Mis-fuel Cover) f) the use of contaminated fuel. Service may be obtained on a Pay per use basis.
28. Any claim as a result of replacement of missing or broken keys. We may be able to arrange for the provision of these services, but You must pay for any costs incurred. Keys which are locked inside the Insured Vehicle are not covered. We can arrange for a contractor to attend and where possible gain entry to the vehicle, however the cost of the callout will be at Your

own expense. Any further costs or any damage which may occur in trying to retrieve the keys will be at Your risk and You must pay for all costs incurred.

29. Any veterinary costs for pet or livestock during a trip, including costs relating to a Pet Passport.
30. The use of additional or specialist equipment required due to the Vehicle having modifications which impede the usual method of recovery.
31. Any repair made at the roadside is deemed to be a temporary repair and You must have the vehicle inspected by an appropriate garage and the repair made permanent immediately. Further requests for assistance within 14 days relating to the same or a similar fault will be refused or attended on a PAYG basis only unless You can evidence that a workshop repair has been completed.

## **10. General Conditions Applying to All Parts of This Policy**

1. The Insured Vehicle must have a current MOT certificate and Road Fund license and necessary insurance certificate. It shall at all times be maintained and operated in a good mechanical and roadworthy condition and be regularly serviced and/or tested in accordance with the manufacturer's recommendations and the requirements of the Department of Transport, VOSA, or other relevant regulatory body.
2. You must take all reasonable steps to avoid or minimise any claim.
3. You must take reasonable care to:
  - supply accurate and complete answers to all the questions Your administrator may ask as part of Your application for cover under the policy to make sure that all information supplied as part of Your application for cover is true and correct tell Your administrator of any changes to the answers You have given as soon as possible.
4. You have a duty to give a fair presentation of risk to the insurer. You should disclose every material circumstance relevant to the risk being insured following a reasonable search within Your business to identify and verify such information. This should include information which You and, where applicable, Your senior management, persons responsible for arranging Your insurance or other relevant third parties know or ought to know. It should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.
5. Examples of material circumstances are:
  - Special or unusual circumstances relating to the risk;
  - Any particular concerns which led You to seek insurance cover for the risk; and
  - Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.
6. This requirement not only applies at commencement and renewal of the policy but also at any time during the period of insurance.
7. If We arrange for temporary roadside repairs to be carried out following a breakdown or damage to the Insured Vehicle, or We provide recovery to the nearest suitable Repairer or Home/Base address (for instance at a late hour when no Repairer is available), or if You cancel the service whilst the AO is en-route to You and the Insured Vehicle remains unserviceable, We shall not be liable to provide further assistance in respect of the same Approved Incident. At Our discretion, further service can be obtained on a pay per use basis.
8. No benefit shall be payable unless You first contact Us via the emergency telephone number provided. You must not seek to contact any AO or Repairer direct. Your full compliance with the terms and conditions of this policy is necessary before a claim will be authorised.
9. You are responsible for the safety of the Insured Vehicle and its contents and, unless incapacitated, it is important that You remain with the Vehicle until the AO arrives on scene. If You are not on scene when the AO arrives You will incur additional charges and/or refusal of service.
10. Your policy number must be quoted when calling for assistance and the relevant identification produced on the request of the AO.
11. You will have to pay the cost for the recovery or AO coming out to You if, after requesting assistance to which You are entitled but before the AO arrives, the Insured Vehicle is moved, recovered or repaired by any other means.
12. You will have to pay any toll fees in excess of £20 or ferry fees for the Insured Vehicle and attending service or recovery vehicle incurred by the AO.

13. We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions or extreme weather may preclude the normal standard of service being provided but, in all cases, where such difficulties pertain, the full monetary benefits of the policy will apply.
14. We are not responsible for any actions or costs of garages, recovery firms, or emergency services carrying out work or acting on Your instructions or the instructions of any person acting on Your behalf.
15. We cannot accept responsibility for livestock and domestic pets carried in the Insured Vehicle at the time of an Approved Incident. You will be responsible for the safe and legal removal of pets and/or livestock prior to the arrival on scene of the AO
16. We shall be entitled to request all reasonable assistance from You to conduct proceedings in Your name for Our benefit to seek reimbursement from a responsible Third Party following payment of a claim made under any assistance provided by this policy.
17. Where the Insured Vehicle is fitted with a spare wheel You must maintain it in a serviceable condition.
18. Any repair made at the roadside is deemed to be a temporary repair and You must have the vehicle inspected by an appropriate garage and the repair made permanent immediately. Further requests for assistance within 14 days relating to the same or a similar fault will be refused or attended on a Pay On Use basis only.
19. If the Insured Vehicle requires to be taken to a garage following a breakdown, it must be in an easily accessible position for a recovery vehicle to load. If this is not the case, You will have to pay any extra costs for off-road recovery or the use of winching or specialist equipment.
20. Any parts, components or other products used in the repair of the Insured Vehicle will be immediately payable by You.
21. We will not arrange for assistance when the Vehicle and/or any trailer prior to incident is considered unsafe, overweight, dangerous, or illegal to drive, or where it is illegal to now repair or transport.
22. In the event of a valid claim We shall have the benefit of any relevant travel tickets You are unable to use.
23. We shall not pay for more than 4 (four) claims made against the Service in total for any one Insured Vehicle during an annual policy. We shall not pay for more than 2 (two) claims made against the Service which arise from the same or similar fault. We shall not pay more than £2,000 in total for any one Approved Incident.
24. Should You be unwilling to accept Our decision or that of the AO on the most suitable form of assistance to be provided, We will pay no more than £100 for any one breakdown towards Your preferred form of assistance.
25. You must not act in a fraudulent way. If You or anyone acting for You:
  - a) fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or any adjustment to Your policy;
  - b) fails to reveal or hides a fact likely to influence the cover We provide;
  - c) makes a statement to Us or anyone acting on Our behalf, knowing the statement to be false;
  - d) sends Us or anyone acting on Our behalf a document, knowing the document to be forged or false;
  - e) makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
  - f) makes a claim for any loss or damage You caused deliberately or with Your knowledge, or
  - g) Your claim is in any way dishonest or exaggerated,We will not pay any benefit under this policy or return any premium to You and We may cancel Your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against You and inform the appropriate authorities.
26. Prices shall be charged at the current rate at the time of application, the price to be determined by International Breakdown Ltd. Price changes supersede all written quotes previously given including renewal notices. It is Your responsibility to check prices before applying or reapplying for a policy.
27. In the event You use the service and the fault is subsequently found not to be covered by the policy You have purchased, We reserve the right to reclaim any monies from You in order to pay for the uninsured service.
28. Any payment taken from You by Us for additional services or parts is subject to a handling and service fee.
29. Any part of the service operated on a pay and reclaim basis requires the production of original receipts before the claim is paid.

30. Any monies due to Us arising from an incident must be settled in full according to the Terms of Invoice. Any account which has an outstanding balance including failure to pay a previous incident excess will result in an insured service being offered on a pay and claim basis.
31. We reserve the right to recover the Insured Vehicle in accordance with and subject to any legislation, which affects drivers' working hours.
32. Any repairs undertaken by an AO at their premises are provided under a separate contract, which is between You and the Repairer.
33. Multi-Vehicle policies must be registered to one address within the UK and all vehicles on the Policy must reside at the same Home/Base address.

## 11. Further Information

### Your right to cancel

If You decide that for any reason this policy does not meet Your insurance needs then please return it to your Selling Agent within 14 days from the day of purchase or the day on which you receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending your Selling Agent will then refund your premium less a cancellation fee of £25. These rights do not apply to a short-term policy of less than one month's duration.

Thereafter You may cancel the insurance cover at any time by writing to Us however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to You at Your last known address. Valid reasons may include but are not limited to:

- a) Where We reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions We ask.

If We cancel the policy and/or any additional covers You will receive a refund of any premiums You have paid for the cancelled cover, less Our standard administration fee of £25 and less a proportionate deduction for the time We have provided cover.

Where Our investigations provide evidence of fraud or misrepresentation, We may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when You provided Us with incomplete or inaccurate information. This may result in Your policy being cancelled from the date You originally took it out and We will be entitled to keep the premium.

If Your policy is cancelled because of fraud or misrepresentation, this may affect Your eligibility for insurance with Us, as well as other insurers, in the future.

### Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which Your main residence is situated.

### Compensation Scheme

Millennium Insurance Company Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Millennium Insurance Company Ltd cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk). You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or you can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

## 12. Millennium Insurance Company Ltd – Privacy Notice

For more information about how the Insurer uses Your personal information please see our full privacy policy, which is available in the Privacy section of our website [www.micinsurance.net/en/privacy-policy-and-terms-of-use/](http://www.micinsurance.net/en/privacy-policy-and-terms-of-use/)

## 13. International Breakdown Limited – Privacy Notice

We are International Breakdown Ltd trading as National Breakdown, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is Z5282147.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

### **Why do we process your data?**

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

### **What information do we collect about you?**

Where you have purchased an insurance policy through us or one of our agents, you will be aware of the information that you provided when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### **International Breakdown’s full privacy notice**

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://www.nationalbreakdown.co.uk/> or request a copy by emailing us at [cs@nationalbreakdown.com](mailto:cs@nationalbreakdown.com). Alternatively, you can write to us at: Data Protection, International Breakdown Limited, Office 1, 1 Link 606 Business Park, Staithgate Lane, Bradford BD6 1YA.