

CBC Breakdown Cover

UK Breakdown Cover with assistance by Emergency Assist Ltd.



Emergency Assist Ltd

Policy Section	Cover Limit	What is Not Covered
Section 1: Roadside Assistance	<ul style="list-style-type: none"> Roadside assistance to carry out a temporary repair if your vehicle has broken down at least 1 mile from your home in the United Kingdom. If we cannot, or are unable, to apply a temporary repair to your vehicle at the roadside we will arrange for you, your vehicle and up to four passengers to be taken to the nearest suitable garage. 	<ul style="list-style-type: none"> Any claim which occurred before you bought this policy or within two days of the start date Any claim involving any vehicle other than that shown on your current certificate of insurance Any payment of more than £1,500 for each claim (or the current market value of the vehicle if this is lower) Any claim where the breakdown occurred as a result of an accident, fire, theft, flood or act of vandalism Any claim where the vehicle is being used for commercial travelling, courier services, hire or reward or any other commercial use Labour costs other than for up to one hour by the recovery operator at the scene of the breakdown the cost of any replacement parts or materials any claim caused by the same or related fault that we attended if subsequent repairs have not been undertaken any breakdown caused by the vehicle's lights, radio or any chargers being left on Any recovery of you, your passengers or your vehicle to more than one destination Any labour charges incurred at the repairer's premises. For Section 1 only: any breakdown at or within 1 mile from your home. Toll and sea transit charges for the vehicle. A breakdown which occurs outside of the UK Cover under optional sections 4 and/or 5 unless an additional premium has been paid and these sections are shown on your certificate of insurance.
Section 2: Home Start <i>Offers the following in addition to Section 1 Benefits:</i>	<ul style="list-style-type: none"> Roadside assistance to carry out a temporary repair if your vehicle has broken down at or within 1 mile from your home in the United Kingdom. If we cannot, or are unable, to apply a temporary repair to your vehicle at the roadside we will arrange for your vehicle to be taken to a garage of your choice within a 25-mile radius of the site of the breakdown. 	
Section 3: Onward Travel <i>Offers the following in addition to Section 2 Benefits:</i>	<ul style="list-style-type: none"> If we recover your vehicle to a garage and repairs cannot be carried out on the same calendar day we will pay for either: <ul style="list-style-type: none"> a hire car for one day up to a cost of £50, or if you have broken down more than 25 miles from your home, one night's hotel accommodation for the driver and up to 4 passengers to the value of £40 per person (£200 in total), or alternative second-class rail transport (or the equivalent road travel) for the driver and up to 4 passengers, including a return journey for one person to collect the vehicle upon completion of repairs. 	
Optional Cover Sections: (subject to additional premium)		
Section 4: Misfuelling	<ul style="list-style-type: none"> Draining and flushing the fuel tank on site using a specialist roadside assistance. 	
Section 5: Key Cover	<ul style="list-style-type: none"> Cover if you damage, lose, or break the key(s) for your vehicle. 	
<p>You are covered up to 6 callouts during the period of cover.</p> <p>For full terms and conditions please read this policy document together with your certificate of insurance.</p>		

24-hour Motoring Breakdown Service

The assistance provided by this **policy** is operated by Emergency Assist Ltd.

If **you** have **broken down**, please call us on:

0330 320 4548

What **our** operators will need if **you** **breakdown**

- Your** name and **breakdown** insurance **policy** number
- The **vehicle's** make, model and registration number
- The exact location of the **vehicle**, such as the road **you** are on, the nearest junction, identifiable landmark etc.
- What **you** suspect the nature of the fault is
- The telephone number **you** are calling from
- We** will then arrange for a **recovery operator** to attend to the given location as quickly as possible.

If **your breakdown** is as a result of a flat, punctured or blown tyre **we** will require **you** to have the following:

- The locking wheel nut key (where applicable)
- A fully serviceable spare, or space saving, wheel

Thank you for purchasing CBC Breakdown Cover with assistance by Emergency Assist Ltd

Your certificate of insurance shows the sections of this **policy** that are applicable and any special terms or conditions that may apply. It is very important that **you** read the whole of the relevant sections of this **policy** together with the **certificate of insurance**.

If there is anything **you** do not understand **you** should call CBC on 01483 347355 or write to Eversure Limited, Bury House, 1-3 Bury Street Guildford, GU2 4AW.

CBC **Breakdown** Cover with assistance by Emergency Assist Ltd has been designed to help protect **you** against the costs incurred in the event of a **breakdown**/immobilisation of the **vehicle** occurring within the area of cover.

This document gives **you** full details of **your** cover. Please keep it together with **your certificate of insurance** in a safe place. All the details of how to make a **claim** together with conditions of **your** insurance cover are set out in the following pages.

Important Information

Regulatory information

This **policy** is sold by Eversure Limited, trading as CBC (Financial Services Register No. 501311), registered at Bury House, 1-3 Bury St, Guildford, Surrey, GU2 4AW.

This **policy** is arranged by 2Gether Insurance Limited (Financial Services Register No. 579333), registered at 4 Bridge Street, Wisbech, Cambs PE13 1AF, on behalf of Building Block Insurance PCC Limited.

Eversure Limited, and 2Gether Insurance Limited are authorised and regulated by the Financial Conduct Authority (FCA).

Building Block Insurance PCC Limited ('BBI') with registered office at Vision Exchange Building, Territorials Street, Mriehel, BKR 3000, Malta. BBI is licensed and regulated by the Malta Financial Services Authority and is an authorised EEA insurer. (Financial Services Register No. 616033.)

These details can be checked on the Financial Services Register by visiting the FCA's website on www.fca.org.uk/register or by contacting them on 0800 111 6768.

Emergency Assist Ltd Limited are authorised to handle all **claims** under this insurance **policy**.

Nature of Emergency Breakdown Cover

Our **recovery operators** are trained and equipped to undertake temporary roadside repairs where applicable and are not in a position to comment on the general roadworthiness or safety of a **vehicle**, before, during or after a **breakdown** or repair. Furthermore, the completion of an emergency repair cannot be taken to signify, or in any way guarantee, the general roadworthiness of the **vehicle** concerned, and attention should always be sought from a garage or alternative place of repair.

Recovery Cancellation Charge:

If **you** cancel **your** recovery after initially calling **us** or **you** are not with the **vehicle** when a **recovery operator** arrives or the **vehicle** is not in an accessible location when **you** have informed **us** otherwise, or no fault is found with the **vehicle** upon inspection by a **recovery operator**, then **you** will be charged a cancellation fee of £98.40.

Please ensure prior to calling **us** in the event of a **breakdown** that a **recovery operator** will be able to lawfully access the **vehicle** if the **vehicle** is on private land, such as a campsite, otherwise **you** will be liable for a cancellation charge.

Any repair carried out by a **recovery operator** is deemed a **temporary repair**. **We** therefore insist that **vehicle** is taken to a garage immediately and any permanent repairs are made. **We** reserve the right to request evidence of any permanent repairs

The Financial Services 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**. Further information about the compensation scheme arrangements is available from the FSCS, by visiting their website at www.fscs.org.uk.

Law and legal proceedings applicable

English law governs this **policy**. 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.

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.

Policy Changes

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, which may be subject to the payment of any additional premium. **You** may change the **vehicle** on **your policy** up to 4 times during the **period of cover**, however, temporary changes of **vehicle** are not permitted within this **policy**. If a change of **vehicle** takes place during the **period of cover**, the **inception period** will apply from the date the change takes effect from.

If any of **your** other details change during the **period of cover**, such as **your** address, please notify **us** immediately.

Definitions applying to this policy

When any of the following words and phrases appear in this **policy** document or **certificate of insurance**, they will have the same meaning wherever they appear. These words are highlighted using bold print.

Administrator - The **administrator** of **your policy** is 2Gether Insurance Ltd

Breakdown / Broken down- Means the **vehicle** has ceased to function as a result of an electrical or mechanical failure, including the failure of the **vehicle's** battery and/or tyres, but not as a result of accident, fire, flood, theft or act of vandalism.

Please Note:

- The failure of a component (e.g. heating or air condition system) does not constitute a **breakdown** unless it results in the **vehicle** ceasing to function.
- The illumination of any of the **vehicle's** warning lights will only constitute a **breakdown** if the manufacturer's handbook confirms that immediate attention is required, and the **vehicle** should not be driven. In all other cases, **you** need to make **your** way to a place of repair, and any **breakdown** cover within this **policy** will not apply.

Caravan / Trailer – Means any **caravan** or **trailer** that adheres to the following maximum specifications: gross weight: 3.5 tonnes, length: 7.0 metres (23 feet) excluding draw bar and coupling, width: 2.44 metres (8 feet)

Certificate of insurance - Means the document containing **your** name, address, **vehicle** details, **period of cover** and other important information about **your policy** which must be read in conjunction with the **policy wording**.

Claim - Means any request for assistance, service or a benefit under any section of this **policy**.

Claim handler - Means Emergency Assist Ltd Limited acting as **claim handler** of **your policy**

Home - Means the address where the **policyholder** permanently lives in the **United Kingdom**, as shown on **your certificate of insurance**

Inception period - Means a period of 48 hours from the **start date** before **you**, or anyone driving the **vehicle**, can make a **claim** on this **policy**.

Market value - Means a reasonably determined value for **your vehicle**, using recognised industry data, based upon, but not limited to, **vehicles** of an equivalent age, make, model and mileage.

Misfuel / Misfuelling - Means where the **Vehicle** has been fuelled with an incorrect fuel type (e.g. by putting diesel in a petrol **vehicle** or petrol in a diesel **vehicle**).

Non-Commercial Use - Means the **vehicle** is used solely for personal reasons. In the below definitions of usage, non-commercial use is classed as parts 1, 2, 3 or 4 below. Any other form of use is prohibited under this **policy**;

1. Social, Domestic & Pleasure Only (SDP) - With this type of usage, the **vehicle** is used by the **policyholder** and persons allowed to legally drive the **vehicle** for non-work-related driving only. This is also known as social, domestic and pleasure use only.

2. Social, Domestic, Pleasure & Commuting (SDP&C) - This extends Social, Domestic & Pleasure Only cover to allow the **policyholder** and persons allowed to legally drive the **vehicle** to commute to one, permanent, fixed place of work.
3. Business Use - Class 1 - Means to travel to more than one permanent place of work. This is deemed as Class 1 Business Use. Class 1 Business Use does not permit commercial use, such as deliveries or courier use, or door to door selling.
4. 4. Business Use - Class 2 - Class 2 Business Use is very similar to Class 1 Business Use. It does, however, also permit an additional driver, to that of the **policyholder**, to use the **vehicle** for travelling to more than one location in conjunction with their job.
5. 5. Business Use - Class 3 - This is an extension of Class 2 Business Use in that it allows commercial travelling and the carriage of goods, but not for delivery.
6. 6. Commercial - Anything not covered by a category above will be deemed as commercial usage (including, but not limited to courier services, driving tuition and use for hire or reward)

Period of cover – means the **policy** duration specified on **your certificate of insurance**.

Policy - Means the terms and conditions contained in this document, along with **your certificate of insurance**, which forms the basis of the agreement between **us** and **you**.

Policyholder - Means the person named on the **certificate of insurance**

Policy wording - Means this document including all terms and conditions.

Recovery operator - Means any person appointed or instructed by **us** to provide **breakdown** assistance services on **our** behalf.

Roadworthy condition - Means that the **vehicle** has been maintained in line with the manufacturer's guidelines, holds a current **UK** MOT certificate where appropriate and there are no known faults with the **vehicle**.

Start date - Means the date with which **your policy** starts as stated on **your certificate of insurance**.

Temporary repair - Means a repair undertaken at the roadside by a **recovery operator** that will allow the **vehicle** to be driven safely but which will still need to additional investigation or work to prevent a further **breakdown**.

Track day - Means when **your vehicle** is being driven for any reason on a racing track, on an airfield or at an off-road event. Examples of racing tracks that are included in this definition are the Nurburg ring in Germany and Cadwell Park in the **UK**.

United Kingdom / UK - Means England, Scotland, Wales and Northern Ireland.

Vehicle – Means any private car or van which is owned by **you** or is **your** responsibility, is registered in the **United Kingdom**, complies with the following maximum specifications: gross weight: 3.5 tonnes, length: 5.5 metres (18 feet), width: 2.44 metres (8 feet), and is used for non-commercial use. Please note that campervans and motorhomes are excluded from this **policy**.

We / Us / Our - Building Block insurance PCC Limited acting as the insurer, 2Gether Limited acting as the **administrator** and Emergency Assist Ltd Limited acting as the **claim handler**.

You / Your - Means the person named on the **certificate of insurance** and/or any other authorised occupant of the **vehicle** (other than a hitch hiker).

Section 1 – Roadside Assistance

If **your vehicle** has **broken down** within the **United Kingdom**, more than 1 mile from **your home**, **we** will instruct a **recovery operator** to attend the scene of the **breakdown** and where possible carry out a **temporary repair** to **your vehicle**. If a **temporary repair** is not possible, **we** will also arrange for **you**, **your vehicle** and up to four passengers to be taken to the nearest suitable garage.

If it is clear when **you** call **us** that a **temporary repair** will not be possible at the roadside, **we** will instead arrange to recover **you**, **your vehicle** and up to four passengers to the nearest suitable garage straight away.

This decision will be based on a number of factors, including the time of day, type of repair required, number of passengers, **your** location and the safety of **you**, **your** passengers and **our recovery operator**.

In the event that the **breakdown** is as a result of a flat, blown or punctured tyre the following will apply:

- If **you** have an accessible and serviceable spare, or space saver wheel, along with any relevant locking wheel nut key (where applicable), a **recovery operator** will replace the wheel.
- If neither the relevant locking wheel nut key is present or an accessible and serviceable spare, or space saver wheel, then **we** shall source a mobile tyre fitter (where available) to attend. The call out charge of this shall be covered within **your policy**, but the cost of any parts or tyre(s) required will be at **your** cost.
- Where a mobile tyre fitter is unable to be sourced **we** shall recover **your vehicle** to the nearest garage able to effect a repair. This is where **our** assistance will end.

The maximum payable for any **claim** from any one **breakdown**, including any reimbursement costs, is £1500.00, or the current **market value** of the **vehicle**, whichever is lower

What is not covered:

- Labour charges in excess of one hour of the **recovery operator** arriving at the scene of the **breakdown**.
- Any **breakdown** which occurs at or within one (1) mile from **your home**
- The cost of any parts required to repair **your vehicle**
- Any **breakdown** as a result of an accident, fire, flood, theft or act of vandalism.
- Any **breakdown** from a fault where **we** have previously attended for that same fault, or a related fault and which followed a **temporary repair**, or **we** told **you** that garage attention is immediately required, and further garage attention or subsequent repairs have not been sought. This does not apply in the event of a secondary **breakdown** during the same journey.
- Any **claim** for any broken glass
- Any **claim** resulting from the **vehicle's** lights, radio or any chargers being left on unintentionally, or otherwise, by anyone.
- Any **claim** as a result of **misfuelling** (this may be covered under Section 4, subject to an additional premium).
- Any **claim** as a result of running out of fuel.
- Any **claim** where the **vehicle** is immersed in mud, snow, sand or water. This also extends to any **breakdown** as a result of contact with the above.

- Recovery of **you**, **your** passengers and **your vehicle** to more than one destination.
- Any **vehicle** which is already at a garage or other place of repair
- Any **claim** where this **policy** is being used by the **policyholder** or any other driver of the **vehicle** to avoid the cost of repairing or recovering the **vehicle**.
- Any **claim** where a known fault existed with the **vehicle** prior to the **start date**.
- Any **claim** relating to a **caravan** or **trailer** which **breaks down**. If **your vehicle breaks down** while towing a **caravan** or **trailer**, **we** will also arrange for **your caravan** or **trailer** to be recovered to the same location as **your vehicle**.
- Any labour charges incurred at the repairer's premises.
- Toll and sea transit charges for the **vehicle**.
- A **breakdown** which occurs outside of the **UK**

Please also refer to the general exclusions, terms and conditions

Section 2 – Home Start

If **your vehicle** has **broken down** within the **United Kingdom**, and is within one (1) mile of **your home** we will instruct a **recovery operator** to:

- Attend the scene of the **breakdown** and where possible carry out a **temporary repair**, and/or,
- Recover the **vehicle** to a suitable garage. The garage may be chosen by **you** however must be within a 25-mile radius of the site of the **breakdown**.
- In the event that the **breakdown** is as a result of a flat, blown or punctured tyre the following will apply:
 - If **you** have an accessible and serviceable spare, or space saver wheel, along with any relevant locking wheel nut key (where applicable), a **recovery operator** will replace the wheel.
 - If neither the relevant locking wheel nut key is present or an accessible and serviceable spare, or space saver wheel, then **we** shall source a mobile tyre fitter (where available) to attend. The call out charge of this shall be covered within **your policy**, but the cost of any parts or tyre(s) required will be at **your** cost.
 - Where a mobile tyre fitter is unable to be sourced **we** shall recover **your vehicle** to the nearest garage able to effect a repair. This is where **our** assistance will end.

What is not covered:

- Labour charges in excess of one hour of the **recovery operator** arriving at the scene of the **breakdown**.
- The Excess as shown in **your certificate of insurance** 3. Any **breakdown** which occurs more than ¼ mile from **your home**
- The cost of any parts required to repair **your vehicle**
- Any **breakdown** as a result of an accident, fire, theft, flood or act of vandalism.
- Any **breakdown** from a fault where **we** have previously attended for that same fault, or a related fault and which followed a **temporary repair**, or **we** told **you** that garage attention is immediately required, and further garage attention and subsequent repairs have not been sought. This does not apply in the event of a secondary **breakdown** during the same journey.
- Any **claim** for any broken glass
- Any **claim** resulting from the **vehicle's** lights, radio or any chargers being left on unintentionally, or otherwise, by anyone.
- Any **claim** as a result of **misfuelling** (this may be covered under Section 4, subject to an additional premium)
- Any **claim** as a result of running out of fuel.
- Any **claim** where the **vehicle** is immersed in mud, snow, sand or water. This also extends to any **breakdown** as a result of contact with the above.
- Recovery of **you**, **your** passengers and **your vehicle** to more than one destination.
- Any **vehicle** which is already at a garage or other place of repair
- Any **claim** where this **policy** is being used by the **policyholder** or any other driver of the **vehicle** to avoid the cost of repairing or recovering the **vehicle**.
- Any **claim** where a known fault existed with the **vehicle** prior to the **start date**.
- Any **claim** relating to a **caravan** or **trailer** which **breaks down**. If **your vehicle breaks down** while towing a **caravan** or **trailer**, **we** will also arrange for **your caravan** or **trailer** to be recovered to the same location as **your vehicle**.
- Any labour charges incurred at the repairer's premises.
- Toll and sea transit charges for the **vehicle**.
- A **breakdown** which occurs outside of the **UK**

Please also refer to the general exclusions, terms and conditions

Section 3 – Onward Travel

In the event that **your vehicle** is recovered to a suitable garage and repairs cannot be carried out on the same calendar day, then, provided **our** services were requested at the same time as the **breakdown**, **we** will pay for one of the following;

- The cost of alternative second-class rail travel (or the equivalent road travel) for the driver and up to 4 passengers to one destination within the **United Kingdom**. This will also include a return journey for one person to collect the **vehicle** upon completion of repairs. OR
- If the **breakdown** occurred more than 25 miles from **your home**, **we** will reimburse **you** the cost of one night's hotel accommodation, excluding all food and drink, for the driver and up to 4 passengers. This is limited to a maximum of £40 per person or £200 for all persons. OR
- The cost of a suitable self-drive hire car for one day up to a maximum of £50 to allow **you** to complete **your** journey

Important: The above options are subject to **our** prior approval. Each of the available options is on a reimbursement basis only and will not be paid for in advance by **us**.

What is not covered:

- Any hire car where **you** do not comply with the usual terms and conditions of the hire car company.
- **We** will not cover the cost of;
 - delivery or collection of the hire car including the cost of any fuel in doing so
 - any fuel consumed by **you** or any other driver during the period of hire
 - any insurance excess payable underinsurance for the replacement car
- Any costs which would have been incurred in the course of a journey if the **breakdown** had not occurred.
- Fines, parking charges, tolls and any congestion charges arising from the use of a hire car.

- We will not supply a hire car of any specific make, model or type, or specially adapted **vehicles** or those with a tow bar.
- We will not cover the cost of any food and/or drink incurred by **you** or any other driver or any passengers.

Please also refer to the general exclusions, terms and conditions

Optional: Section 4 – Misfuelling

The definition of 'breakdown' is extended to include cover for accidentally and involuntary filling **your vehicle's** fuel tank with inappropriate fuel during the **period of cover**. If the **vehicle** is accidentally **misfuelled**, we will arrange and pay up to a maximum of £100 per **claim** for the:

- Draining and flushing the fuel tank on site using a specialist roadside assistance

What is not covered:

- Any costs in excess of £100 per **claim**
- Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and **flushing** out the contaminated fuel.
- Any **claim** resulting from foreign matter entering the fuel system except for diesel or petroleum;
- Any **claim** as a result of running out of fuel.
- The cost of onward transportation, hiring an alternative **vehicle** or overnight accommodation in the event mechanical or component damage.
- Any defect which is deemed NOT to be a direct result of **misfuelling** or a defect which existed before the incident of **misfuelling**.
- Any **misfuelling** which occurs outside the **UK**
- More than two **misfuelling claims** in any **period of cover**

Please also refer to the general exclusions, terms and conditions

Optional: Section 5 – Key Cover

The definition of 'breakdown' is extended to include cover if **you** damage, lose, or break the key(s) for **your vehicle** during the **period of cover**.

Please also refer to the general exclusions, terms and conditions

General Exclusions

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

1. Any **claim** which occurred before **you** bought this **policy** or within the **inception period**
2. Any **claim** involving any **vehicle** which is not shown in **your** current **certificate of insurance**
3. Any payment of more than £1,500 or the current **market value** of the **vehicle**, whichever is the lower, in respect of any one **breakdown**, including any reimbursement costs.
4. Any more than six **claims** in total during the **period of cover**.
5. Any **claim** as a result of running out of fuel, irrespective of the fuel type (e.g. petrol, diesel, electrical charge, hydrogen).
6. Any **claim** if the **vehicle** is not in a **roadworthy condition** at the time of **breakdown**.
7. Any **claim** where the **breakdown** occurred as a result of an accident, fire, theft, flood or act of vandalism.
8. Any **vehicle** that is being used, or has been modified for use, in motor racing, rallies, speed or endurance events, or for anything other than **non-commercial use**.
9. Any **vehicle** which is being used for or has been modified for **use** for motor racing (whether against the clock or other competitors), rallies, speed or duration tests and **track days**, or practicing for such events.
10. Any **vehicle** which requires specialist repairs as a result of modification of any kind unless previously agreed by **us**.
11. Unless **you** have purchased cover under optional section 5, any **claim** as a result of **you** not being able to access, drive or secure the **vehicle** because of:
 - (i) locks being damaged or broken, or
 - (ii) keys (including immobilizer keys and key fobs) being lost, damaged or broken, or being locked in the **vehicle**
12. Any direct or indirect loss of any kind arising from the provision of, or delay in providing, the services to which this **policy** relates, unless negligence on **our** part can be demonstrated. An example of this would be the loss of wages as a result of a **breakdown**.
13. A garage or other place of repair undertaking work on **your vehicle** will be acting as an agent on **your** behalf and as such **we** have no responsibility or liability for any advice, work or action undertaken, or given, by them.
14. Any charges incurred by **you** prior to notifying **us** of a **breakdown**.
15. The cost of any parts, components, lubricants or materials required to repair **your vehicle**.
16. The reimbursement of any charges for food, drink, telephone calls, fuel, oil or any other incidental expenses.
17. Any charges incurred by **you** where providing assistance under this **policy** would be deemed unlawful.
18. Any **breakdown** where **your vehicle** is not accessible when **we** have been informed otherwise.
19. The cost of any specialist recovery equipment required as a result of **your vehicle** being in an inaccessible location.
20. Recovery of **your vehicle** which cannot be undertaken in a safe and legal manner.
21. Any **claim** for, or arising from, loss or damage to the contents of, or within, **your vehicle**.
22. Any toll charges, ferry charges, parking charges or traffic congestion charges incurred as a result of recovering **your vehicle**.
23. Any charges or costs incurred by **you** as a result of **you** deciding to scrap **your vehicle**.
24. Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: war, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents.
25. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
26. Loss or destruction or damage, or any loss or expense whatsoever resulting from:
 - (i) ionising radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel.

- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
- 27. The cost of paint-work and other cosmetic items.
- 28. Any call-out or recovery costs after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. **You** will have to pay any fees to store or release the **vehicle**.
- 29. Loss or damage to personal possessions **you** leave in **your vehicle**.
- 30. Any **claim** that comes from:
 - (i) any person driving the **vehicle**, if **you** know they do not have a valid **UK/EEA** licence to drive in the **UK**; or
 - (ii) any person driving the **vehicle**, if they are not authorised by **you** to drive the **vehicle** or are not keeping to the conditions of their driving licence.

General Terms and Conditions

The following terms and conditions apply to all sections of this **policy**. Refusal to comply with any of these conditions by **you** or any driver of the **vehicle**, may result in **us** being unable to attend to a **breakdown** and **we** may cancel **your policy**.

1. **You** must answer all questions about this **policy** honestly and fully at all times. **You** must also tell **us** straight away if anything that **you** have already told **us** changes. If **you** do not tell **us**, **your policy** may be cancelled and any **claim you** make may not be paid.
2. **You** must take all ordinary and reasonable precautions to prevent or minimise any loss, damage or **breakdown** covered under this **policy**. **You** must act as if **you** are not insured. **You** must take all steps necessary to expedite the completion of repairs, and **you** shall not abandon the **vehicle** or any of its parts to **us** without **our** authorisation.
3. **We** will not accept liability for expenses incurred without **our** prior knowledge or consent and the Emergency Centre must be contacted when an incident arises that may be the subject of a **claim**. Please telephone **us** first.
4. The **vehicle** must be maintained in a good state of mechanical and electrical repair and be in a **roadworthy condition**.
5. No more than a total of 6 **claims** are permissible under all sections of this **policy** during the course of the **period of cover**.
6. Prior to **claiming** for any **misfuelling** benefit **you** must have purchased **misfuelling** cover. If **you** have this cover, **you** are able to **claim** for up to two **misfuelling claims** per year. (Please see **your certificate of insurance** for details.)
7. **We** will always decide on the best possible way of offering assistance, in line with the terms and conditions set out in this **policy**. If the assistance that **we** offer does not suit **your** requirements, then **you** may request alternative assistance which is to be arranged by **you** at **your** own cost.
8. **We** do not accept any liability for any pets, animals or livestock within the **vehicle** at the point of **breakdown** or during any subsequent recovery (where applicable). Any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a **breakdown**, would not be covered by this **policy**.
9. If requested, **you** must provide evidence of **your vehicle's** tax and MOT (where applicable) and/or receipts/invoices for any work that has been undertaken as a result of a **breakdown** or in the recent past.
10. Attendance by a **recovery operator** cannot be used as a reason by the **policyholder** or any other driver of the **vehicle** to avoid the cost of repairing or recovering the **vehicle**.
11. **We** reserve the right to refuse, and/or cancel a **policy** if anyone behaves inappropriately towards any employee or representative of **ours** by, including but not limited to, acting in a threatening or abusive manner, whether physically or verbally or; deliberately mislead or omit to tell **us** important details or facts about a **breakdown** in order to obtain assistance. If in doing so results in **us** attending a **breakdown** where **we** otherwise would not have, **you** will be retrospectively charged for the attendance.
12. **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 may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
13. **We** are entitled to take over **your** rights in the defence or settlement of a **claim**, or to take proceedings in **your** name for **our** own benefit against another party and **we** shall have full discretion in such matters. This is to enable **us** to recover any costs **we** have incurred from any third party who may have liability for the costs.
14. **We** may, at any time, pay to **you our** full liability under this **policy** after which no further liability shall attach to **us** in any respect or as a consequence of such action.
15. If any fraudulent **claim** is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this **policy** shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to **us**.
16. **You** will be required to reimburse to **us**, within seven days of **our** request to **you**, any costs or expenses **we** have paid out on **your** behalf which are not covered under the terms of the insurance.

Renewal of your insurance cover

If **you** have annual multi-trip cover, **your policy** will automatically renew at the expiry of **your** period of insurance, upon receipt of **your** renewal premium, unless **you** inform **us** otherwise. **You** may stop **your** automatic renewal at any time by contacting Eversure Limited prior to the expiry date on **your certificate of insurance**.

If **we** do not receive **your** renewal premium within 14 days of the expiry date on **your certificate of insurance**, **your** cover under the terms of this **policy** will automatically cease at the expiry date on **your certificate of insurance**.

Eversure Limited will send **you** a renewal notice prior to the expiry of the period of insurance as shown on **your certificate of insurance**. The terms of **your** insurance cover and the premium rates may be varied by **us** at the renewal date. **We** will give **you** at least 21 days written notice before the renewal date should this happen.

Making changes to your policy

Your selected annual cover level cannot be changed midterm and can only be adjusted at the renewal date.

Complaints Procedure

We aim to provide **you** with a first-class **policy** and service. However, there may be times when **you** feel **we** have not done so. If this is the case, please tell **us** about it so that **we** can do **our** best to solve the problem. If **you** make a complaint **your** legal rights will not be affected.

If Your complaint relates to the sale of your policy:	If Your complaint relates to your claim:
<p>If you have a complaint regarding the sale of your policy, please contact:</p> <p>Eversure Limited Bury House, 1-3 Bury Street, Guildford, Surrey, GU2 4AW</p> <p>email: complaints@eversure.com</p> <p>Please supply us with your name, address, policy number and claim number where applicable and provide copies of any relevant documentation in order to help us to process your complaint.</p>	<p>If you have a complaint regarding the service offered by Emergency Assist Ltd Limited, please contact:</p> <p>Emergency Assist Ltd Limited Exchange Lane Wisbech Cambridgeshire PE13 1RA</p> <p>Email: complaints@emergencyassistltd.co.uk</p> <p>Please supply us with your name, address, policy number and claim number where applicable and provide copies of any relevant documentation in order to help us to process your complaint.</p>
Appeal:	
<p>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:</p> <p>Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR Telephone: 0800 0234567 or 0300 1239123 Web: www.financial-ombudsman.org.uk</p> <p>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.</p> <p>Office of the Arbiter for Financial Services 1st Floor, St. Calcedonius Square Floriana Malta FRN 1530 Email: complaint.info@financialarbiter.org.mt Telephone: +356 2124 2945 (overseas call charges apply) Web: www.financialarbiter.org.mt</p> <p>Using this complaints procedure or referral to the Financial Ombudsman Service or Malta Financial Services Authority does not affect your legal rights.</p>	

Online Dispute Resolution Service

The European Commission has an online dispute resolution for consumers who have a complaint about a product or service bought online. If **you** choose to submit **your** complaint this way, it will be forwarded to an Alternative Dispute Resolution (ADR) entity which will handle the case entirely online and reach an outcome within 90 days. The web address for this Online Dispute Resolution Service is shown below. **You** are required to quote **our** email address - breakdown@2gi.co.uk - when submitting **your** complaint to the ADR entity and please be aware that they will only be able to consider **your** complaint after **you** have provided **us** with the opportunity to consider and resolve the complaint.

Web: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>

Data Protection

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

Policy set up and management:

We may collect and use **your** name, identity and contact information, and personal information associated with **your vehicle** and its use for the purpose of deciding whether to enter and then performing the agreement between **us** to provide **your policy**. 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 of an automated decision by contacting **us** at review@buildingblockpcc.com. We may share personal data collected for these purposes with the **administrator** to manage the **policy**. We may also share personal data collected for these purposes with third parties for identity and credit checking purposes and to identify potential fraud. We will retain the personal data used to decide whether to enter a **policy** for 6 years. We will retain the personal data used to manage and administer a **policy** for the duration of the **policy** plus 6 years.

Claims

If **you** make a **claim** under **your policy**, we will collect personal data relevant to the circumstances of the **claim** for the purpose of investigating and responding to the **claim**. We may share this personal data with the **claim handler** to manage the **claim**. We may use automated decision-making procedures to decide claims. We will notify **you** if this occurs and give **you** an opportunity to express **your** views and request an individual review of an automated decision. We may also share personal data collected for these purposes with other insurers, regulatory bodies and the police to investigate claims and prevent fraud. We will retain personal data collected in relation to a **claim** for 6 years from the conclusions of the **claim**.

Service information

We may use **your** personal information to inform **you** of updates and changes to **our** services. We will not share **your** personal data with any third parties for marketing purposes without **your** agreement.

Your personal data rights

We will keep **your** personal data secure. **We** will not transfer **your** personal data outside the European Economic Area without first notifying **you** and informing **you** of the safeguards **we** will use to protect **your** personal data. The most likely reason for such a transfer would be to assist the investigation of **claim** occurring outside the European Economic Area.

You have the right to have access a copy of the personal data **we** hold about **you**.

You have the right ask **us** to correct **your** personal data if it is inaccurate or incomplete.

You have the right 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.

You have the right 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.

You have the right to obtain a copy of **your** personal data for **your** own purposes and to move, copy or transfer it from one environment to another.

You have the right 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.

You can exercise the above rights by contacting: review@buildingblockpcc.com. If **you** have any questions or concerns about how **we** handle **your** personal data, **you** should contact: review@buildingblockpcc.com

Please note that telephone calls may be recorded for training and evidentiary purposes.

Your Right to Cancel

Your Right to Cancel Within 14 Days

We hope **you** are happy with the **breakdown** cover **you** have purchased.

After purchasing, should **you** decide that the cover provided no longer meets with **your** requirements, **you** have the right to cancel (as if the cover **you** purchased had never existed) within 14 days of receiving **your** cover documentation, and receive a refund of the premium paid.

This right of cancellation within 14 days does not apply if **you** have made or intend to make a **claim**.

For annual cover that has already commenced but is cancelled within this 14-day period, **you** will receive a pro-rata refund of the unused cover.

Your Right to Cancel After 14 Days

After this 14-day period, **you** may cancel **your policy**, but no refund will be available.

We will automatically cancel **your policy** without refund if **you** make more than the maximum number of permissible **claims** during the **period of cover**.

This policy is available in large print, audio, and Braille. Please contact us on 01483 347355 and we will be pleased to organise an alternative version for you.