# Drive24-7 Breakdown

# **UK Policy Wording**

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# Welcome to Drive24-7 – Breakdown Cover for the UK

Thank you for purchasing your Breakdown cover from Drive24- 7. To make sure you get the most from your cover, please take time to read the agreement which explains your terms and conditions. If you have any further questions then please contact us by using the 'Contact Us' via our website <a href="https://www.drive24-7.com">www.drive24-7.com</a>.

Your personal and vehicle details for this policy are listed on the last page of this agreement.

Broken down in the UK

Call us on

#### 01945 586211

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

- 1. Your name and breakdown policy number
- 2. The vehicle's make, model and registration number
- 3. The exact location of the vehicle, such as the road you are on, the nearest junction, identifiable landmark etc.
- 4. What you suspect the nature of the fault is
- 5. 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;

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

#### Please note

- If You cancel Your recovery after initially calling Us, are not with the Vehicle when a Recovery Operator arrives, 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 as per point 1 above.
- 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
- You are only covered for the Vehicle that is registered upon taking out the Policy unless You have notified us of a change during the Term of the Policy.
- You may change the Vehicle on Your Policy up to 4 times during the Term, however, temporary changes of Vehicle are not permitted within this Policy.
- If a change of Vehicle takes place during the Term of the Policy the Inception Period will apply from the date the change takes effect from.
- 7. If any of **Your** details change during the **Term** of the **Policy**, such as **Your** address, please notify **Us** immediately.

#### **Conditions of Cover**

The following conditions apply to **Your Policy**. Refusal, or 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**;

- The Vehicle must be maintained to a good state of mechanical and electrical repair and is of a Roadworthy Condition.
- We will always decide on the best possible way of offering assistance, after taking into account individual circumstances. If the assistance that We offer does not suit your requirements then you may request alternative assistance which is to be arranged by You at Your own cost.
- 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).
- If requested You must provide evidence of your Vehicle's 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.
- 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.
- 6. 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.

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#### **Definition of Words**

Within this **Policy Wording** certain words have a special or specific meaning. These words will appear throughout this **Policy Wording** in bold type and start with a capital letter

#### Accident

Means where the **Vehicle** is involved in an incident that happens unexpectedly and unintentionally.

#### 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 fire, flood, theft or act of vandalism. 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 does not constitute a **Breakdown**. In this instance, **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 specifications:

Max Weight (gross)	Max Length	Max Width
3.5 tonnes	8.23 metres (27 feet) excluding draw bar and coupling	2.44 metres (8 feet)

#### Claim

Means any request for assistance, service or a benefit under any section of this Policy.

#### Home

Means the address where the Policyholder lives permanently as shown on Your Policy Schedule

#### **Inception Date**

Means the date with which your Policy commences as stated on Your Policy Schedule.

#### **Inception Period**

Means a period of 48 hours from the Inception Date before You, or anyone driving the Vehicle, is able to 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.

#### **My Drive**

Offers you exclusive access to your online management space, allowing you to view or change your policy details online.

#### **Non-Commercial Use**

Means the **Vehicle** is used solely for personal reasons and not in conjunction with any delivery service or service involving carriage of goods or being used for public or private hire..

#### Folicy

Means the terms and conditions contained herein, along with Your **Policy Schedule**, which forms the basis of the agreement between **Us** and **You**.

# Policyholder

#### Means the person named on the Policy Schedule

# **Policy Schedule**

Means the document containing important information about Your Policy which must be read in conjunction with the Policy Wording.

# **Policy Wording**

Means this document and the terms and conditions contained herein.

### **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**.

### **Temporary Repair**

Means a repair affected at the roadside by a Recovery Operator

#### Term

Means the duration of this **Policy**, which is for 12 months, commencing from the **Inception Date** as stipulated on **Your Policy Schedule Territorial Limits** 

Means England, Scotland, Wales, Northern Ireland, Jersey, Guernsey, Isle of Man and the Republic of Ireland Vehicle

Means any taxi which complies with the following specifications and has a seating capacity of no greater than 7 seats:

Max Weight (gross)	Max Length	Max Width
3.5 tonnes	5.5 metres (18 feet)	2.3 metres (7.5 feet)

# We / Us / Our

Means Emergency Assist Limited of 2 Cornhill Place, Exchange Lane, Wisbech, Cambridgeshire, PE13 1NH

#### You / Your

Means the person named on the Policy Schedule

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Sub Section A) If Your Vehicle has Broken Down within the United Kingdom, or involved in an Accident, and is within ¼ mile of Your Home as established by Us, or at the Home address as per Our most recent records, we will instruct a Recovery Operator to either;

- 1. Attend the scene of the Breakdown and where possible carry out a Temporary Repair, and/or,
- 2. Recover the Vehicle to a suitable garage straight away.

Important: In the event the Breakdown is as a result of a flat, blown or punctured tyre the following will apply:

- 1. 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**
- 3. 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.

**Sub Section B)** If **Your Vehicle** has **Broken Down** within the **Territorial Limits** of this **Policy**, or involved in an **Accident**, and more than ¼ mile from **Your Home** as established by **Us**, **We** will instruct a **Recovery Operator** to either:

- 1. Attend the scene of the Breakdown and where possible carry out a Temporary Repair, or,
- 2. Recover the Vehicle to a suitable garage straight away.

One of the above options will be arranged by **Our** experienced team with all factors taken into consideration, such as, but not exhaustive to; the time of day, type of repair required, number of passengers, **Your** location.

Important: In the event the Breakdown is as a result of a flat, blown or punctured tyre the following will apply:

- 1. 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**
- 3. 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.

**Sub Section C)** If **We** are unable to carry out a **Temporary Repair** to the **Vehicle We** will decide based upon whichever is geographically closest to the site of **Breakdown**, as measured by **Us**, one of the following:

- 1. To recover the **Vehicle**, and any **Caravan** or **Trailer** where applicable, the driver and up to 8 passengers to the nearest suitable garage able to effect a repair
- 2. Your intended onward destination
- 3. Your Home

**Sub Section D)** In the event that **Your Vehicle** is recovered to a suitable garage and repairs cannot be carried out on the same calendar day, then **You** will be offered one of the following at **Our** discretion;

- The cost of alternative road or rail travel for the driver and up to 8 passengers to one destination within the Territorial Limits of this Policy. This will also include a return journey for one person to collect the Vehicle upon completion of repairs.
- 2. The cost of one night's accommodation, excluding food and drink, for the driver and up to 8 passengers. This is limited to a maximum of £40 per person or £200 for all persons.
- 3. The cost of a suitable hire car for one day up to a maximum of £50

**Important:** The above options are at **Our** discretion and subject to our approval. Each of the available options is on a reimbursement basis only and will not be paid for in advance by **Us.** Receipts and/or invoices can be sent to us at the address or email on page 1 of this document.

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.

- Labour charges in excess of one hour of the Recovery Operator arriving at the scene of the Breakdown.
- 2. The cost of any parts required to repair Your Vehicle
- 3. Any Breakdown from a fault where We have previously attended for that fault, or a related fault in Our opinion, and as a result of a Temporary Repair affected by Us, or insistence by Us that garage attention is immediately required, 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 as long as the intended destination was a garage or other place of repair and no other.
- 4. 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.
- 6. Any **Claim** as a result of **Misfuelling** unless the relevant addon has been purchased. Please refer to your schedule of cover.
- 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.
- 8. Any **Claim** as a result of keys becoming locked in the **Vehicle**, keys being damaged in any way, lost or issue with key fobs or immobiliser keys unless the relevant addon has been purchased. Please refer to your schedule of cover.
- Any Breakdown as a result of a slipped chain on a motorcycle, moped, scooter or other chain driven Vehicle.
- 10. Recovery of **Your Vehicle** to more than one destination including a second recovery or attendance by a **Recovery Operator** as the original destination was not able to accept **Your** vehicle for any reason.
- 11. Any **Vehicle** which is already at a garage or other place of repair
- 12. Where **We** can evidence that 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** or where a known fault existed with the **Vehicle** prior to the **Inception Date**.
- 13 Any Caravan or Trailer is not covered in the event of a Breakdown.
- 14. Any hire car arranged by Us where You do not comply with the usual terms and conditions of the hire car company.
- 15. **We** will not cover the cost of;
  - i. delivery or collection of the hire car including the cost of any fuel in doing so
  - ii. any fuel consumed by You or any other driver during the period of hire
  - iii. any insurance excess payable under insurance for the replacement car
- 16. We will not supply a hire car of any specific make, model or type, or specially adapted vehicles or those with a tow bar.
- 17. **We** will not cover the cost of any food and/or drink incurred by **You** or any other driver or any passengers.
- 18. 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.

Sub Section E) Misfuelling (where applicable) Please refer to Your Policy Schedule which outlines whether Your Policy includes cover for Misfuel as set out within this section.

If the **Vehicle(s)** shown on **Your Policy Schedule** is fuelled unintentionally with an incorrect fuel type within the **Territorial Limits** of the **Policy**, **We** will,

- 1. Attend the scene to empty, flush, clean out and/or unblock the Vehicle's fuel tank, fuel lines or filters.
- 2. Fill the **Vehicle** with up to £20.00 of the correct fuel type
- 3. Arrange safe disposal of the contaminated fuel

If **We** are unable to mobilise the **Vehicle** due to any damaged caused by misfuelling, **We** shall recover the **Vehicle** to the nearest garage able to effect a repair. This is where **Our** assistance will end.

# What is not covered

- 1. More than £20.00 of the correct fuel type
- 2. Any Claim as a result of running out of fuel
- 3. Any cost in respect of:
  - a. Damage due to wear and tear
  - b. Pre-existing defects
  - c. Any Breakdown not caused by Misfuelling
  - d. The cost of any replacement parts or labour as a result of Misfuelling

Sub Section F) Keycare (where applicable) Please refer to Your Policy Schedule which outlines whether Your Policy includes cover for Keycare as set out within this section.

If during the **Term** of the **Policy**, and within the **Territorial Limits**, a key or fob is lost, damaged, stolen or breaks, **We** will;

1. Recover the **Vehicle** to a suitable garage or place of repair straight away. The site maybe chosen by **You** however must be within a 25 mile radius of the site of **Breakdown** as measured by **Us.** 

#### What is not covered

- 1. We will not cover any costs in respect of.
  - Replacement key(s), fob(s) or the cost of consequently re-programming an immobiliser, alarm or vehicle security system.
- 2. Theft or malicious damage by a family member
- 3. Any Claim where any key(s) or fob(s) are locked inside the Vehicle
- 4. Any key or fob that is not applicable to the Vehicle(s) as noted on Your Policy Schedule
- 5. Any Claim that We are not notified of within the first 3 days of known loss, damage, failure or breakage
- 6. Where another key or fob is present and in working order

#### **General Exclusions**

The following exclusions apply to all sections of Your Policy;

- 1. Any Claim made within the Inception Period
- 2. If the Vehicle is not in a Roadworthy Condition at the time of Breakdown.
- 3. Any **Vehicle** that is being used, or has been modified for us, in motor racing, rallies, speed or endurance events, or for any other **Non-Commercial Use.**
- 4. Any **Vehicle** which requires specialist repairs as a result of modification of any kind unless previously agreed by **Us.**
- 5. Any liability or consequential loss being placed, or charged, upon **Us** as a result of assistance being provided by a **Recovery Operator**.
- 6. 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** bear no responsibility or liability for any advice, work or action undertaken, or given, by them.
- 7. Any charges incurred by You prior to notification of Breakdown to Us.
- 8. The cost of any parts, components, lubricants or materials required to repair Your Vehicle
- 9. The reimbursement of any charges for food, drink, telephone calls, fuel, oil or any other incidental expenses.
- 10. Any charges incurred by You where providing assistance under this Policy would be deemed unlawful.
- 11. Any Breakdown where Your Vehicle is not accessible when We have been informed otherwise.
- 12. The cost of any specialist recovery equipment required as a result of **Your Vehicle** being in an inaccessible location
- 13. Recovery of Your Vehicle which cannot be undertaken in a safe and legal manner.
- 14. Any Claim where money is owed to Us under this Policy.
- 15. Any Claim for, or arising from, loss or damage to the contents of, or within, Your Vehicle.
- 16. Any toll charges, ferry charges, parking charges or traffic congestion charges incurred as a result of recovering **Your Vehicle**.
- 17. Any charges or costs incurred by You as a result of You deciding to scrap Your Vehicle.
- 18. **We** are not chargeable, or liable, as the result of a **Breakdown** for any financial loss you may incur, such as, but not limited to, loss of earnings, missed appointments or missed flights, trains or other prepurchased transport tickets.

## What To Do If You Have A Complaint

We realise that things can go wrong and there may be occasions when You feel that We have not provided the Policy or service You expected. When this happens We want to hear about it so that We can try to put the matter right.

If You wish to register a complaint please contact Us in one of the following ways;

Email: customerfeedback@drive-247.com

Writing: Drive 24/7 Insurance Ltd

Drive 24/7 House 4 Roundhill Kirby

Muxloe Leicester LE9 2DY

## Policy Changes and Amendments Should Be Made Via Your Online 'MYDRIVE' Account

MYDRIVE offers you exclusive access to your online management space, allowing you to view or change your policy details online. You no longer have to call or email Drive24-7 to change your policy, simply log on to MYDRIVE by entering your email address and your password as confirmed in your welcome letter emailed to you directly after your Drive24-7 Breakdown purchase. You will have complete control of your MYDRIVE space.

If you cannot locate your confirmation email please email us at admin@drive24-7.com and we will resend your MYDRIVE membership number, your MYDRIVE password and if required a copy of your Drive24-7 Insurance Agreement.

#### MYDRIVE allows you to;

Add Additional Vehicles To Your Account
Upgrade Your UK Policy to Include Europe
View Drive24-7 Policy Details / History
View Drive24-7 Welcome Letter
Resend/Email Drive24-7 Policy document
Change Home Address
Change Email Address
Change Landline Telephone Number
Change Mobile Number
Change Vehicle
Change Vehicle Registration Number (incl. Private Plate)
Change Drivers Name
Change Date of Birth (if entered incorrectly)
Contact Us - Any Queries/Requests Just Send Us A Message
Remind Me - Breakdown Cover Renewal (preset by Drive24-7)
Remind Me - MOT Renewal
Remind Me - Road Tax Renewal
Remind Me - Car Insurance Renewal

You will no longer have to phone a call centre, hang on the telephone, or leave a message. Just access your MYDRIVE space whenever you like 24-7. After you have changed your policy click the save changes button and a new policy will be sent to your email address. This will automatically advise the Drive24-7 Breakdown call centre of your changes, it's that simple!

Please note you must allow 48 hours to lapse after changing your vehicle details before your cover is valid.

In order for Drive24-7 to continue to deliver great value for your money we must keep our overheads to the minimum and therefore by giving you complete control through MYDRIVE we can achieve this together.

#### **Data Protection**

The data supplied by you will only be used by us and carefully selected associated companies for related products and services as well as the purposes of processing your membership policy, including underwriting, administration, and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which we have mentioned hereon. It is important that the data you have supplied is kept up to date. You should therefore notify us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which we are holding about you. If you wish to make such an inspection, or if you do not wish to receive information on related products and services, you should contact The Administrator; Emergency Assist Ltd, 2 Cornhill, Exchange Lane, Wisbech, Cambridgeshire, PE13 1NH. We may respond to enquiries by the police concerning your policy in the normal course of their investigations. Where it is necessary to administer your policy effectively, or to protect your interests, we may disclose the data you have supplied to other third parties such as motor garages, engineers, repairers, insurers etc. We may monitor and record telephone calls for service and staff training purposes.

### **Cancellation Of Your Policy**

**You** can cancel **Your** policy within the first 14 days of the **Policy Inception Date**. Unless **You** have made a claim during this period **We** shall refund **Your** premium in full less a £15 administration charge.

If **You** have made a claim during the first 14 days, or cancel **Your** policy after this period, then there will be no refund of premium due to **You**.

We will automatically cancel Your Policy without refund if You make more than the maximum number of permissible claims during the Policy Term. We reserve the right to suspend Your Policy if a Claim has been successfully made to which it transpires that We should not have provided assistance under this Policy, until such time as the callout and repair costs incurred by Us are reimbursed to Us in full. If You, after being notified of

such costs and suspension of **Your Policy**, fail to reimburse **Us** within a reasonable period of time, **We** reserve the right to cancel **Your Policy** by giving **You** 14 days written notice to **Your Home** address as held by **Us**.

Emergency Assist Ltd is incorporated at Companies House, Cardiff, (Company Number 10635572). Registered Office: 2 Cornhill Place, Exchange Lane, Wisbech, Cambridgeshire, PE13 1NH and VAT registered number 263089004. It is a provider of breakdown assistance services that is exempt from authorisation under the Financial Services and Marketing Act 2000.

### **After Accident Care**

#### **General Customer Benefits**

- Full Accident Care Service for all incidents
- Report made to motor insurer as required
- Internet access to your online file

#### **Non Fault Benefits**

- No policy excess to pay
- · Vehicles assessed by fully-qualified independent engineers
- Replacement like-for-like vehicle
- No upfront costs
- Injury and other losses claimed
- Assessment and treatment arranged

Should you be involved in any accident or need to report any accident, including theft or damage to your vehicle, one call to Drive24-7's After Accident Care line and we will help you with all aspects of your claim.

We will arrange to report the incident to your insurance company and where necessary liaise with all parties involved including third party insurance companies, engineers, repairers etc.

If the incident was not your fault we can, subject to assessment, arrange for repairs to be authorised with your chosen repairer and also arrange for replacement like-for-like vehicle. The vehicle will be delivered and collected from your home address. If repairs are authorised and arranged by us you will have no excess to pay.

In the event of a non-fault accident Drive24-7 After Accident Care will appoint a qualified specialist solicitor to pursue any injuries suffered by you and your passengers. The solicitor appointed will be fully committed to settling your claim on the best possible terms possible.

# **Replacement Vehicle Service**

Our network of replacement vehicle suppliers have access to over 35,000 vehicles across the UK. Vehicles include private cars, commercial vehicles, taxis and motorcycles and can be delivered and can be delivered to your home address or collected from one of over 300 local depots nationwide.

# **Vehicle Repair Service**

If repairs to your vehicle (subject to assessment) are authorised by On Hire Limited, you will not be required to pay any excess to the repairer upon completion of the repairs, terms & conditions apply.

# **Litigation Service**

Should legal proceedings be deemed necessary to achieve the appropriate settlement, Drive24-7 After Accident Care will instruct a suitable qualified solicitor to deal with this on your behalf.

# Regulation

Drive24-7 After Accident Care is administered by Winn Solicitors Ltd, who are specialists in handling road traffic accident claims throughout the UK. Winn Solicitors Ltd are authorised and regulated by the Solicitors Regulatory Authority for your protection. In addition they are a member of the Motor Accident Solicitors Society (MASS), the personal Injury Panel (PIP) and the Association of Personal Injury Lawyers (APIL).

The directors and shareholders of Winn Solicitors have set up separate companies who we recommend to provide additional services, they are On Hire Limited and On Medical Limited (which also trades as the North East Clinic). On Hire Limited is authorised and regulated by the Financial Conduct Authority in relation to its insurance business.

### In The Event Of An Accident......

- Keep calm do not admit liability
- Call 999 if emergency services are needed
- Exchange names, addresses and insurance details
- Note everything you can all witnesses, vehicle's, locations, damage and accident circumstances
- Be sure to note the make, model. Colour and registration number of every vehicle involved
- Draw a sketch of the scene take photos if possible

• Remember to look out for other traffic around the accident particularly on busy highways

Call Drive24-7's After Accident Care Helpline - 0330 660 0109