

Roadside Assist Policy Document



LVE **BRITANNIA**
RESCUE

boundless

BY
CSMA

Policy Wording

What to do if you need our assistance

Call us on **0330 678 7111** when it's safe to do so. Keep your mobile phone switched on and free for calls.

Have the following information ready:

- Your vehicle registration number and the phone number you're calling from.
- Exact details of where you are.

Safety first

If you suffer a breakdown on a motorway/dual carriageway in the UK:

- If possible try to pull over to the hard shoulder, as far left or as far away from the carriageway as possible.
- Switch on your hazard warning lights.
- If you can't get to the hard shoulder only leave your vehicle if you can safely get clear of the carriageway.
- Don't attempt to place any warning device on the carriageway.
- Leave all belongings, luggage and pets in the vehicle.
- Stand behind a barrier or up an embankment if there is one, to the rear of the vehicle.
- Once clear of the vehicle, keep well clear of the carriageway at all times and do not attempt to go back to your vehicle.

If you suffer a breakdown on a road other than on a motorway/dual carriageway in the UK:

- If possible try to pull over as far left or as far away from the carriageway as possible.
- Switch on your hazard warning lights.
- If you can't get your vehicle clear of the carriageway only leave your vehicle if you can do so safely.
- If you cannot safely exit the vehicle and decide to stay in the vehicle keep your seatbelt on at all times.
- If your vehicle does make it off the carriageway you should exit the vehicle as safely as possible by exiting on the left hand side. Always stand to the rear of the vehicle.

When our breakdown professional arrives:

- They will do everything they can to get you on your way but please remember they are only authorised to provide the service which is included as part of your Boundless Plus Membership.
- They will ask you to pay for any parts and we are not responsible for costs you arrange without our authorisation.
- When they have dealt with your breakdown they may ask you to sign an advice note. They'll return this to us so we can monitor our service standards.

Definitions

Wherever these definitions appear in this document of breakdown cover, they will have the same meaning:

'breakdown professional'	a trained, professional motor mechanic/recovery driver or specialist service provider.
'breakdown'	the vehicle is incapable of operation as a whole because of mechanical or electrical failure, theft or attempted theft, vandalism, accidental damage, a flat tyre, a lack of fuel or incorrect fuelling during the period of cover. Failure of any parts of the vehicle to function e.g. an indicator, headlight, windscreen wiper or convertible roof does not constitute a breakdown unless the failure causes the vehicle to be incapable of operating as a whole or is likely to result in the driver being prosecuted for using a defective vehicle. The cover cannot be used as an alternative to regular servicing or maintenance or as a way to avoid paying for repairs.
'home address' and 'normal place of garaging'	your permanent residence we have on record at the time of a breakdown as supplied by you.
'passengers'	occupants of the vehicle (excluding hitch hikers).
'vehicle'	any mechanically propelled vehicle, registered in the UK, that requires insurance for use on the public highway as specified under the Road Traffic Act 1988 and does not exceed any of the following dimensions when fully loaded: <ul style="list-style-type: none">• Caravans and trailers - 8 metres in length (including A-frame).• Motorhomes - 8 metres in length or 7.5 tonnes in weight.• All other vehicles - 7 metres in length, 2.3 metres in width, 3 metres in height or 3.5 tonnes in weight. All vehicles must also meet the criteria specified in Section B - Vehicles .
'we', 'us' and 'our'	Liverpool Victoria Insurance Company Limited, and where the context dictates, Liverpool Victoria Insurance Company Limited trading as LV= Britannia Rescue.
'you', 'your' and 'policyholder'	the policyholder and where the context dictates any person who is travelling in and who requests assistance for the vehicle that is registered with us.
'your representative'	anyone acting with or on your authority.

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Section A – Introduction to LV= Britannia Rescue Cover

This policy is for residents of mainland United Kingdom (UK) and Northern Ireland only and entitles you to our vehicle breakdown and recovery assistance within the UK and if you travel to the Channel Islands, the Isle of Man or the Republic of Ireland.

The demands and needs met by this policy

This product meets the demands and needs of someone wishing to receive assistance following a vehicle breakdown. Liverpool Victoria Insurance Company Limited (LV=) has not provided you with any advice or recommendations as to whether this product meets your specific insurance requirements. You should review your insurance requirements on a regular basis.

Important Information about your cover

- We will protect you against the cost of vehicle breakdown and recovery assistance within the policy period.
- Unless you give us a future start date your cover begins the day after you purchased the cover.
- Where it is not safe to repair a fault at the roadside (for example on a motorway), we will take your vehicle to a safe location to carry out repairs.
- All costs relating to parts and labour remain your responsibility unless covered or agreed by us.
- Recovery cannot be used as a way of avoiding repair costs.
- This service cannot be used if the vehicle has already broken down or was not in a roadworthy condition when cover was taken out.

Our commitment to you

- We'll always:
- Make sure all the information we give you is clear and accurate
 - Be fair and reasonable
 - Act promptly

Your responsibility to give us correct information

Please make sure all the information you give us is correct and complete. This is important because inaccurate or incomplete information may result in assistance not being provided or your insurance being cancelled from the start date. If you're not sure whether you need to tell us about something, please ask.

What happens if we can't meet our liabilities

If we are unable to meet our liabilities to our policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance you have:

- Compulsory insurance, such as third party motor insurance, is covered for 100% of the claim.
- Non compulsory insurance, such as breakdown insurance, is covered for 90% of the claim.

You can get further information from www.fscs.org.uk, phone **0800 678 1100** or **0207 741 4100**, email enquiries@fscs.org.uk

Duplicate cover

If you have an existing breakdown policy that gives the same cover elsewhere, you'll need to consider whether you may be paying for duplicate cover.

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Canceling your insurance cover

This cover is included as part of your Boundless Plus membership. Once activated it will run until your Boundless Plus membership ends or you deactivate the cover.

You can cancel your membership by contacting Boundless on 0800 669944, by email at membership@boundless.co.uk or by writing to: Membership Services, Boundless, Britannia House, 21 Station Street, Brighton, BN1 4DE.

How to make a complaint

If you have a complaint about your policy or the service you have received, please contact us by phone on **0330 678 5300**. For Text Phone please dial **18001** first. (Opening hours: Mon - Fri 9am - 5pm). If you prefer to write, please address your letter to:

The Quality Manager, Britannia Rescue, Folly Hall Mills, St Thomas Road, Huddersfield, West Yorkshire HD1 3LT. Email: quality@britanniarescue.com. When contacting us please ensure you quote your policy or claim number as appropriate.

A copy of our internal complaints procedure is available on request

If we cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within 6 months of receiving our final response letter. The address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone **0800 023 4567** or **0300 123 9123** (from mobile or non BT lines)

Email: complaint.info@financial-ombudsman.org.uk.

For more information please visit www.financial-ombudsman.org.uk.

Making a complaint will not affect your right to take legal action.

Section B - Vehicles

- Vehicles and any caravan or trailer that is attached to your vehicle must be registered at the home address, owned by you, or a member of your household, and be kept at your home address or the normal place of garaging as shown on our records.
- Vehicles must be in a roadworthy condition and should be serviced and maintained in line with manufacturer guidelines and meet all legal regulations including, if appropriate, having a valid MOT certificate and any applicable vehicle tax. It is your responsibility to ensure that all vehicles are kept in this condition throughout the period of cover and we may ask for proof in the event of a dispute. The service does not cover vehicles which, in the opinion of the breakdown professional attending the vehicle, were not roadworthy or were broken down before your policy began.
- Caravans and trailers – your cover includes any caravan or trailer that is attached to your vehicle at the time of the vehicle breakdown, unless the breakdown occurs at your home address or the normal place of garaging or within a ¼ of a mile of that address or the location at which your caravan or trailer is normally stored. Caravans and trailers must be fitted with a standard 50 millimetre ball coupling. All caravans and trailers must meet the requirements of the Road Vehicles (Construction and Use) Regulations 1986.
- Motorhomes – must be a recognised make and model which has been coach-built for that precise purpose.

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Section C – Roadside Assist

If your vehicle cannot be driven because of a breakdown which occurred more than a ¼ of a mile from your home address or the normal place of garaging, we will;

- Try to repair the fault at the roadside for up to one hour so that you can continue your journey safely and legally.
- If we cannot repair your vehicle at the roadside we will transport your vehicle, you and up to 7 passengers that are in the vehicle at the time of the breakdown to a local place of repair or to a destination of your choice within 10 miles of the breakdown; or
- If you have lost or broken your vehicle keys, and a spare set is known to be at a nearby location, we may choose at our discretion to arrange transportation for you to collect the spare set instead of allocating a breakdown professional to attend the vehicle. At all time we will choose how best to help you.
- Relay telephone messages to advise of unforeseen travel delays.

Exceptions of Section C

- Breakdowns occurring within a ¼ of a mile of your home address or the normal place of garaging.
- All labour charges other than one hour's labour at the roadside, and the cost of replacement parts and/or other material are your responsibility.
- The cost of supplying a spare wheel and tyre if a serviceable one cannot be provided by you.
- The cost of, if needed, a specialist locksmith, body glass or tyre specialist.
- Anything specified within the Service Limitations and Exclusions section of this policy (See Section E).



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Section D – General Conditions of Service

1. You must make all requests for our breakdown and recovery assistance immediately. We will not accept responsibility for any service or help that we have not arranged.
2. You or your representative must stay with the vehicle to make sure that the breakdown professional has access to the vehicle. Your representative must have your permission to authorise any necessary repair or other work, which will be at your expense and if appropriate, have your permission to drive the vehicle.
3. We will try to repair your vehicle, or take it to a local place of repair or to a destination of your choice within 10 miles of the breakdown. We do not cover normal vehicle maintenance (including the replacement of tyres which have been allowed to run flat or are below the legal tread limit) and will charge you for any services that are not covered by the policy.
4. We reserve the right to recover your vehicle in accordance with regulations as they relate to our breakdown professionals working hours. This may result in the breakdown professional taking regular breaks or the need to operate a staged recovery where further breakdown professionals are used to share the recovery.
5. In the event of a recovery our breakdown professional will unload the vehicle in a safe and appropriate place close to your chosen destination. For example, our breakdown professional will not unload a vehicle on a private driveway if there is insufficient space, a risk of ground compression or obstacles which could make this difficult.
6. In the event of a road traffic accident you must contact your motor insurance company in the first instance to arrange recovery to ensure you receive your full entitlements. If assistance is not available for whatever reason, we will provide the services as shown under your cover entitlement.
7. You must tell us if you are covered for services by any other insurance policy or can claim against another person. If you are covered by another insurance policy we will ask you to include our invoice in your claim against the other person or against your other policy to recover or reduce our costs.
8. It is your responsibility to make sure that any temporary repair that our breakdown professionals carry out is followed immediately by any necessary permanent repair. We will ask for proof of repair in the event of a dispute.
9. In the event that your payment defaults, we will terminate cover immediately and seek to recover all costs incurred in providing services to you. We reserve the right to refuse service in the event of payment default.
10. We will not provide assistance and reserve the right to cancel your policy or decline cover at renewal, if you:
 - Fail to repair the vehicle following a call out for the same problem;
 - Knowingly use the vehicle when a fault has been identified;
 - Fail to service and maintain the vehicle in line with manufacturer guidelines;
 - Fail to obtain a valid MOT certificate if required by law;
 - Fail to tax the vehicle if required by law;
 - Fail to keep the vehicle in a roadworthy condition.

We will ask you to provide documentary evidence such as an MOT, Repair or Service invoice in the event that you fail to comply with the above conditions. Failure to supply documentary evidence will result in your policy being cancelled.

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Section D – General Conditions of Service

11. In the event that we have provided services which are not covered by this policy, for example we have attended a vehicle at your home address or the normal place of garaging, or we have provided spare parts for a repair and settlement that has not been made to the breakdown professional or supplier as specified in **Section E** (Service Limitations and Exclusions), **clause 3**, we will charge you at the time of your call or we will send you an invoice for the amount due which should be paid within 30 days.
12. If you have given us false information on your application for cover, or given us incorrect information when you asked for help, for example the vehicle does not meet all legal requirements or was broken down before cover started; you will have to pay all costs which we have had to pay as a result of your false or incorrect information. In such circumstances we reserve the right to terminate your cover immediately with no refund.
13. We may only recover a vehicle from the scene of an accident if we have permission from the emergency services involved.
14. If there are any differences between the terms in this policy wording and any terms our breakdown professionals agree over the phone or in person, these written terms will apply.
15. We will not provide assistance if you or any passenger behave in a threatening or abusive manner to us or our breakdown professionals.
16. Any diagnosis by our breakdown professional is only provisional; you may require a follow up diagnosis by your own repairer, at your own cost, to determine the exact nature of the breakdown and what work or parts are required for repairs to be completed.
17. We will make a decision on the best way to recover you and your vehicle which suits your needs wherever possible based on the availability of resources in the area at the time of breakdown.

Section E – Service Limitations and Exclusions

We will not be responsible for providing the following:

1. The cost of any service outside the period of cover.
2. Breakdown and recovery assistance on the road within a ¼ of a mile of your home address or the normal place of garaging that we have on record.
3. The cost of all parts or supplies used or provided to you or for your vehicle.

These will include:

- **The cost of supplying and fitting windscreens;**
- **Labour costs in removing and disposal of contaminated or incorrectly mixed fuel; and**
- **Storage charges unless we have specifically covered them under your chosen level of cover.**

You must pay all these costs to the breakdown professional or supplier.

4. Any charges incurred because your vehicle is not carrying a legal and serviceable spare wheel or a manufacturer supplied or approved emergency tyre inflation kit or equipment or keys for any tyre security devices (this does not apply to motorcycles).

Section E – Service Limitations and Exclusions Continued

5. Any fines, penalties, tolls or unclamping charges you have to pay. We will pay any tolls if your vehicle is being recovered at the time by one of our breakdown professional's.
6. Accommodation or other expenses (for example, rail or taxi charges) that you or your passengers have to pay.
7. Any costs where specialist equipment is needed to move your vehicle into a position where we can try to repair or transport it. For example all charges for retrieving your vehicle from a ditch or field are your responsibility. Any vehicle or equipment other than a standard recovery vehicle would be considered specialist.
8. The full costs of our breakdown professional's time if, having called us, you employ another breakdown professional before our breakdown professional arrives to repair or recover your vehicle. However, if you phone us for help but you manage to get your vehicle going again, we may agree not to charge you for our breakdown professional's time if you contact us immediately.
9. Breakdown and recovery assistance for vehicles involved in sporting events including racing, pacemaking, speed testing, rallies, trials and all other track based activities or practising for any such events, and those involved in leisure off road events.
10. Breakdown and recovery assistance for vehicles involved in hire and/or reward uses (such as a taxi).
11. Any loss of business, loss of profit, loss of revenue, loss of contract, loss of goods or any direct or indirect losses incurred as a result of the services provided to you under this policy or the delay or alleged delay in providing such services.
12. Major repairs, servicing, stripping down vehicles or reassembly (including repairing faulty brakes, steering, suspension or DIY work).
13. Recovering a caravan or trailer if it is occupied by people or livestock, and transporting animals and pets in a recovery vehicle (with the exception of Assistance Dogs). In these cases, the breakdown professional's decision is final.
14. Any costs you have to pay if, following an accident, the police have temporarily removed the vehicle to a safe location or local place of repair. After you have paid any costs and filled in the necessary paperwork, we will recover your vehicle subject to the conditions under Section D (General Conditions of Service), **clause 6**.
15. Recovery if it would be dangerous or illegal for our breakdown professional to load or transport your vehicle. In these cases, our breakdown professional's decision is final.
16. Help on garage premises which are not our breakdown professional's premises.

Section E – Service Limitations and Exclusions Continued

17. We won't provide service or pay in the event of:
 - conflict, war (whether or not war is declared), civil war, terrorism (by cyber and/or nuclear and/or chemical and/or biological and/ or radiological means), politically motivated unrest, rebellion or revolution;
 - riot or civil unrest that happens outside of the UK
 - a national emergency;
 - anything which the Government or Highway Authority does or fails to do;
 - legal restrictions;
 - industrial disputes;
 - fire;
 - lightning;
 - explosion;
 - flood (except where the breakdown has occurred due to water damage while the vehicle was in motion/use);
 - subsidence; or
 - severe weather conditions
 - events beyond our control
18. Any claims arising from speeding, alcohol or drug related incidents.
19. More than one recovery per breakdown unless we agree otherwise.
20. Transportation of any excise goods which come under the jurisdiction of HM Revenue & Customs such as tobacco, alcohol or fuel. These items must be removed from the vehicle prior to transportation being arranged and you will be responsible for the cost of that shipping.
21. Where you agree for repairs to be conducted by our breakdown professional at their premises, we are not responsible for the quality of repairs they undertake. The agreement to conduct repairs is solely between you and the breakdown professional.
22. Any losses, costs or damages which you suffer as a result of our failure to provide the services listed in **Section C**.
23. Any costs other than a tow to the nearest garage or service station if the breakdown is as a result of running out of fuel.
24. Any costs incurred as a result of not carrying a serviceable spare tyre and wheel or approved emergency tyre inflation kit and equipment (if supplied by the manufacturer) for your vehicle, caravan or trailer unless it has not been built by the manufacturer to support the carriage of a serviceable spare tyre. This applies equally to full size or space saver alternatives.
25. Breakdown and recovery assistance for vehicles using trade plates.
26. Any assistance or call out costs where you or your spouse/partner are not with the vehicle when the breakdown professional arrives at the vehicle, unless the vehicle is registered with us and being driven by your representative with your permission. In cases of the latter, your representative must be with the vehicle when our breakdown professional arrives.
27. Breakdown and recovery assistance for vehicles not registered in the UK.

Section E – Service Limitations and Exclusions Continued

28. Any cover or benefits if we have not attended the vehicle at the time of the breakdown except where you have lost or broken your vehicle keys, and a spare set is known to be at a nearby location.
29. Cover for vehicles linked to the motor trade or being moved as part of a commercial activity, even if you are using it for personal use at the time of breakdown. If we feel you are using your vehicle for any of these activities or not using for your own personal use, we may cancel your policy giving you 7 days notice.
30. Once we have delivered your vehicle to your required location our responsibility will end. Any charges in relation to storage of your vehicle will be your responsibility unless this has been agreed as part of the Missed Motorail Connection cover.

Despite these limitations and exclusions, we do not intend anything in these policy conditions to limit any legal rights you may have as a consumer against us or our employees or breakdown professionals as a consequence of death or personal injury resulting from our negligence or that of our employees or breakdown professionals.

You can get this and other documents from us in braille, large print or audio format by contacting us.

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