

Motor Breakdown Solutions

Policy Document

Exclusive rates for Members of the
National Association of Funeral Directors (UK)



Motor Breakdown Solutions

Please read this document carefully and in full to familiarise yourself with the terms and conditions, and how you can contact us if your vehicle breaks down. This section summarises the policy cover only; the policy wording starts at page 4 and provides full terms, conditions and exclusions of the insurance contract between you and the insurer.

If you are unsure about anything in this document please contact whoever you purchased your cover from.

Save this number in your mobile to make a claim

To claim under this policy telephone **0800 585 500** or **0330 303 1937** (lines are open 24/7 hours a day, 365 days a year).

For more information about making a claim, please see the "Claims procedure".

Provided we accept your claim, we will arrange to get help to you as quickly as possible.

Main benefits of Motor Breakdown Solutions

Your 24/7 breakdown cover provides nationwide vehicle roadside assistance and/or recovery by a local operator if your vehicle breaks down unexpectedly due to any of the following:

- an electrical or mechanical failure
- a flat battery
- a puncture
- damage caused by a collision or vandalism (if your motor insurance policy will not cover you for assistance)
- lack of fuel or misfueling.

Who is ARAG?

ARAG plc is part of the global ARAG Group, the largest family-owned enterprise in the German insurance industry. Founded in 1935, on the principle that every citizen should be able to assert their legal rights, ARAG now employs 4,000 people around the world and generates premium income in excess of €1.8 billion.

Operating in the UK since 2006, ARAG plc provides a comprehensive suite of "before-the-event" and "after-the-event" legal insurance products and assistance solutions to protect both businesses and individuals.



Claims procedure

What to do if you breakdown.

1. If your vehicle breaks down contact the 24 hour control centre on **0800 585 500** or **0330 303 1937**.
2. Please have the following information ready as it will be needed to check your policy cover:
 - your vehicle registration
 - the precise location of your vehicle (or as accurate as you are able in the circumstances)
 - your return telephone number.
3. Our operator will take your details and make the necessary arrangements to assist you. Your mobile phone must therefore be switched on and available to take calls at all times. To help our operator to provide a quality service, your calls will be recorded.
4. Stay safe but remain with or near to your vehicle until the recovery operator arrives. Once the recovery operator arrives at the scene please be guided by their safety advice.
5. If you have broken down on a motorway and have no means of contacting us or are unaware of your location, you should use the nearest SOS box and advise the police of our telephone number; they will contact us to arrange assistance. If the police are present at the scene please advise them that you have contacted us or give them our telephone number to make contact on your behalf.

If you change your vehicle

You must notify South Essex Insurance Brokers immediately on 01708 850 000 if you change your vehicle. Please include the existing registration, the new registration, make, model and colour of your new vehicle and the date you wish to make the change. If you do not notify new vehicle details our operator may be unable to supply you with a service.

Privacy Statement

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations. We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.

What happens if the insurer cannot meet its liabilities?

This insurance is underwritten by Brit Syndicate 2987 at Lloyd's who is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation, up to 90% of the cost of your claim, in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk

Motor Breakdown Solutions

This policy is a contract between **you** and the **insurer**.

Insured event

Your vehicle has a **breakdown** within the **territorial limits** and during the **period of insurance**.

How we help you

Our operator will help **you** in accordance with the terms and conditions of this policy and the **insurer** will pay any costs covered by this policy.

1. Roadside assistance and recovery

Our operator will send help to the scene of **your vehicle breakdown** and the **insurer** will cover **your** cost of call-out fees and mileage charges needed to make a repair at the roadside or recover **your vehicle**; provided that **your vehicle breakdown** is at least one mile away from **your base**.

If, in the opinion of **our recovery operator**, it is not possible to repair **your vehicle** at the roadside within one hour:

- a) **our** operator will arrange for **your vehicle, you** and **your** passengers to be recovered to the nearest **suitable garage** able to undertake the repair, or
- b) if the above is not possible at the time or the repair cannot be made within the same day **our** operator will arrange for **your vehicle, you** and **your** passengers to be transported to **your base** or if **you** would prefer and it is closer, **your** original destination within the **territorial limits**.

How we **help** you (continued)

The **insurer** will pay the reasonable cost of assistance provided that the recovery is made at the same time as the initial call-out otherwise **you** will have to pay for subsequent call-out charges.

If **your vehicle** requires recovery, **you** must immediately inform **our** operator of the address **you** would like **your vehicle** taken to. Once **your vehicle** has been delivered to that address, **your vehicle** will be left at **your** own risk.

- c) the cost of alternative road or rail travel for up to six passengers including the driver to travel from the scene of the breakdown to one destination within the **territorial limits** and the cost of a return journey for one person to collect the **vehicle** after repair; or
- d) the cost of one night's emergency hotel accommodation in the vicinity of the breakdown for up to six passengers including the driver. Any costs for items other than accommodation are not included. The maximum payment will be £320 per breakdown; or
- e) the cost of a suitable hire car for a maximum of two 24 hour periods. The first period is to take the passengers to their destination within the **territorial limits**, the second to recover the repaired **vehicle** if travel to recover the **vehicle** cannot be achieved by other means.

2 Base assist

Your vehicle will be covered at **your base** address or within a one mile radius of **your base**. If **your vehicle** cannot be repaired at **your base**, **our** operator will arrange for **you** and **your vehicle** to be recovered to the nearest **suitable garage**. The recovery must take place at the same time as the initial call-out.

3 Misfuelling

If **your vehicle's** fuel tank is filled with the incorrect type of fuel, it may be necessary to carry out a drain and flush of **your vehicle's** fuel tank at the roadside if possible or at a **suitable garage** where this is not possible.

Occasionally misfuelling **your vehicle** can cause extensive damage which a fuel drain and flush will not rectify. If **you** would prefer for the fuel drain and flush to be carried out by **your** preferred repairer, **our** operator will arrange for **your vehicle**, **you** and **your** passengers to be recovered to a repairer of **your** choice within 10 miles of the **breakdown**. **You** must pay initially and the **insurer** will reimburse **you** when **we** are in receipt of a valid invoice/receipt. The most the **insurer** will pay is the cost of 10 litres of correct fuel and not more than £250 in total for each claim under Misfuelling.

When this policy does **not cover** you

If **your** claim is not covered under the terms of this policy **our** operator can usually help. All costs must be paid for immediately by credit or debit card. If **you** wish to use this service please call the number at the beginning of this policy and request the "pay on use service".

What is **not** covered by this policy

This insurance does not cover the following:

1. the cost of
 - a) any parts, components or materials used to repair **your vehicle**
 - b) labour other than labour at the scene of **your vehicle breakdown** (other than a claim for Misfuelling)
 - c) the use of specialist equipment occasionally required because **your vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of assistance
 - d) additional charges incurred as a result of any aftermarket modification to **your vehicle**
 - e) **vehicle** storage, expenses or charges of any other company (including police recovery) not authorised by **our** operator, or where **you** arrange for recovery or repairs by other means
 - f) fuel, oil or insurance for a hire vehicle
2. a claim if **you** already owe **our** operator money
3. **your** failure to comply with requests by **our** operator or **our recovery operator** concerning the assistance being provided
4. subsequent call-outs for any symptoms related to a claim which has been made within the last 28 days, unless **your vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by **our recovery operator** or is in transit to a pre-booked appointment at a garage
5. a **breakdown** caused by failure to maintain **your vehicle** in a roadworthy condition including maintenance or proper levels of oil and water
6. more than £10,000 for all claims during the same **period of insurance**
7. costs incurred in addition to a standard call-out where service cannot be undertaken at the roadside because **your vehicle** is not carrying a serviceable spare wheel, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels
8. specialist equipment, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the **breakdown** if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood
9. **your vehicle** being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities
10. claims caused by overloading of **your vehicle** or carrying more passengers than it is designed to carry

What is **not** covered by this policy (continued)

11. damage to **your vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from assistance services provided
12. assistance where **your vehicle** is not secure or has faults with electric windows, sun roofs or locks, unless the fault occurs during the course of a journey and **your** safety is compromised
13. assistance where **your vehicle** is deemed to be illegal, untaxed, without a valid MoT certificate, uninsured, or dangerous to transport
14. assistance following any intentional or wilful damage caused by **you** to **your vehicle**
15.
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
 - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon **you**.

Policy **conditions**

Failure to keep to any of these conditions may lead the **insurer** to cancel **your** policy, or refuse to provide assistance.

1. **Your responsibilities**

- a) The driver of **your vehicle** must remain with or nearby **your vehicle** until help arrives.
- b) If **your vehicle** cannot be repaired at the roadside, **you** must accept the assistance being provided
 - i) where **your vehicle** is recovered to a **suitable garage** and it can be repaired **you** must have adequate funds to pay for the repair including replacement parts immediately. If **you** do not have funds available, any further assistance will be denied
 - ii) repairs are provided under a separate contract, which is between **you** and the repairer.
- c) **You** should wait for assistance to ensure **your vehicle** is functioning correctly. If **you** do not wait for assistance and **your vehicle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent call-outs.

Policy conditions (continued)

2. Our rights

- a) **Our** operator will refuse to provide assistance if **you** or **your** passengers are being obstructive in allowing them to provide the most appropriate assistance or are abusive to **our recovery operator**.
- b) If **you** use the service and the claim and/or fault is subsequently found not to be covered by this policy, **we** reserve the right to reclaim any costs that have been incurred from **you**.
- c) If **your vehicle** is beyond economical repair **we** have the right to offer the market value of **your vehicle** to **you** and pay for alternative transport to **your base** or if **you** would prefer and it is closer to **your** intended destination.
- d) **Our** operator reserves the right to recover **your** immobilised **vehicle** in accordance with and subject to any legislation, which affects drivers' working hours.

3. Other insurance

The **insurer** will not pay for more than their fair share (rateable portion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist. **We** reserve the right to claim back any costs that are recoverable through a third party.

4. Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

5. Fraudulent claims

If **you** make any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under it will be lost.

6. Cancellation

- a) **You** may cancel this policy within 21 days of the date of its issue and receive a full refund of **your** premium paid unless **you** have notified a claim which has been accepted under this policy in which case no return of premium shall be allowed.
- b) **You** may cancel this policy at any time by giving at least 21 days' written notice to **us**. At **your** request the **insurer** will refund **your** premium that applies to the unexpired period unless **you** have received assistance under this policy in which case no return of premium shall be allowed.
- c) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 21 days written notice to **you**. The **insurer** will refund **your** premium that applies to the unexpired period. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to
 - i) where the party claiming under this policy fails to co-operate with or provide information to **us** in a way that materially affects **our** ability to process a claim, or **our** operator's ability to provide suitable assistance or to protect the **insurer's** interest,
 - ii) where the party claiming under this policy uses threatening or abusive behaviour or language, intimidates **us**, **our** operator or the **recovery operator**,
 - iii) where **we** reasonably suspect fraud.
- d) If, in the opinion of the **recovery operator**, **your vehicle** is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **your** policy may be cancelled immediately and **you** will be notified in writing of the cancellation. The **insurer** will refund the premium that applies for the unexpired period.

Policy **conditions** (continued)

7. Acts of Parliament & Jurisdiction

All Acts of Parliament within the policy shall include any subsequent amendment or replacement legislation. This policy will be governed by English Law.

8. Contracts (Rights of Third Parties) Act 1999

Except for **our** operator, a person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

Meaning of **words & terms**

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Base

Your premises where **your vehicle** is normally based overnight which is located in the **territorial limits**.

Breakdown

- An electrical or mechanical failure, lack of fuel, flat battery or puncture or
- damage caused by a collision or act of vandalism (if **your** motor insurance policy will not cover **you** for assistance)

which immobilises **your vehicle** or makes it unsafe to drive.

Insurer

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

Period of insurance

The period shown in the schedule not exceeding twelve months.

Recovery operator

The independent technician **our** operator selects to attend **your vehicle breakdown**.

Suitable garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken.

Territorial limits

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and Isle of Man and the European Economic Area subject to level of cover shown in your policy schedule.

Vehicle

The **vehicle** declared to **us**, not exceeding 7 metres (23 feet) in length.

We/us/our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, Brit Syndicate 2987 at Lloyd's, (or appointed agents on its behalf).

You/your

The person named as 'the **insured**' shown in the schedule and anyone legally driving **your vehicle** with their consent.

Signed by



Managing Director
ARAG plc

How we handle complaints

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you rang to report your claim. The staff handling your claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to our Customer Relations Department where we will arrange to have it reviewed at the appropriate level. We will also contact you to let you know that we are reviewing your complaint.

Alternatively, you can contact our Customer Relations Department directly; we can be reached in the following ways:



0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls will be recorded).



customerrelations@arag.co.uk



ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

Step 2

Should you remain dissatisfied you can pursue your complaint further with Lloyd's. They can be reached in the following ways:



0207 327 5693, Fax: 0207 327 5225



complaints@lloyds.com, Website: www.lloyds.com/complaints



Lloyd's, One Lime Street, London, EC3M 7HA.

Step 3

If Lloyd's is not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:



0800 0234 567 or 0300 123 9123



complaint.info@financial-ombudsman.org.uk



Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked by visiting the FCA website at www.fca.org.uk/register

ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

www.arag.co.uk