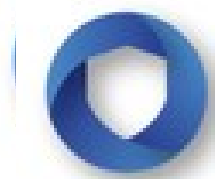


Warranty My Truck



In association with



EMERGENCY
ASSIST LTD

Breakdown Cover Membership Wording For HGVs up to 44 tonnes

PLEASE READ AND KEEP FOR YOUR RECORDS

How to contact us

Broken down

in the UK call us on

01945 586 228

You can also write to us at:

Emergency Assist Limited
Exchange Square
Wisbech
Cambridgeshire
PE13 1RA

or email us at:

Support@emergencyassistltd.co.uk

What our operators will need if you breakdown

1. Your name and breakdown membership 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.
6. 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

1. 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 minimum cancellation fee of £125.00 if within the United Kingdom.
2. 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 3 above.
3. 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.
4. 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.
5. 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.
6. 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.
8. In the event of a Breakdown a message forwarding service is available, by where We can contact someone on Your behalf to inform them of Your situation, should You wish.

Important Information about Your Policy

The services and benefits described in this membership are provided by Emergency Assist Limited:

- a) during the Policy Term
- b) for the covered Vehicle
- c) within the United Kingdom
- d) following payment of the premium
- e) based on the details You have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements

You should read these documents carefully. If You are unsure whether something is covered or excluded, please contact Emergency Assist.

To ensure We are consistent in providing Our customers with quality service, We may record Your telephone call.

Definition of Words

Any words that commence with a capital letter, are defined words. Please refer to the 'Definition of Words' section within this Policy Wording for the explanation of each defined term.

Use of language

Unless otherwise agreed, the contractual terms and conditions of this Policy Wording and Policy Schedule shall be in English.

Law

Unless We agree otherwise, this Policy Wording and Policy Schedule, along with other information relating to this contract, will be subject to the laws of England and Wales.

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;

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 take all steps necessary to expedite the completion of repairs, and You shall not abandon the Covered 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. For annual policies, an unlimited number of Claims are permissible during the Term of the Policy.
6. Prior to claiming for any Misfuel Extra benefit You must have purchased the Misfuel Extra add-on. If you have this cover, up to two Misfuel Extra Claims are permissible per Policy Term. (Please see Your Policy Schedule 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 membership 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 membership, 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 membership.

Definition of Words

Within this Policy Wording certain words have a special or specific meaning. These words will appear throughout this Policy Wording start with a capital letter:

- **Administrator**

The Administrator of Your Policy is Emergency Assist Limited

- **Breakdown / Broken Down**

Means the Covered Vehicle has ceased to function as a result of an electrical or mechanical failure, including the failure of the Covered Vehicle's battery and/or tyres, or as a result of Misfuelling, but not as a result of accident, fire, flood, theft or act of vandalism.

Please Note:

1. 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.
2. 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.

- **Claim**

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

- **Claim Handler**

Means Emergency Assist Limited acting as Claim Handler of Your Policy

- **Endorsements**

Means the sections of this Policy Wording, as stated on Your Membership Schedule, which are applicable to You and the cover You have purchased.

- **Excess**

Means the first amount that You must pay towards any claim.

Please note: In the event of a breakdown you will be charged the amount of excess shown on Your Policy Schedule for each call out in order for one of our Recovery Operators to attend. Additional information can be found on Your policy Schedule.

- **Home**

Means the address where the Policyholder permanently lives in the United Kingdom, as shown on Your Policy Schedule.

- **Inception Date**

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

- **Inception Period**

Means a period of 46 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 (e.g. by putting diesel in a petrol Vehicle or petrol in a diesel Vehicle).

- **Nationwide**

If the Vehicle cannot be repaired within the same working day we will arrange to transport the Vehicle, You and up to 4 passengers to be transported to your Home or chosen destination subject to the terms of Your Policy.

- **Policy**

Means the terms and conditions contained in this document, 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 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.

- **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.

- **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.

- **Term**

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

- **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 Nurburgring in Germany and Cadwell Park in the UK.

- **United Kingdom / UK**

Means England, Scotland, Wales, Northern Ireland.

- **Vehicle**

Means any heavy goods vehicle, which is owned by You or is Your responsibility, is registered in the United Kingdom, complies with the following specification. Please note that Campervans and Motorhomes are excluded from this Policy:

Max Weight (gross)	Max Length	Max Width
44 tonnes	n/a	n/a

- **We / Us / Our**

Emergency Assist Limited acting as the Administrator and Emergency Assist Limited acting as the Claims Handler.

- **You / Your**

Means the person(s) named on the Policy Schedule and/or any other authorised occupant a Vehicle (other than a hitch hiker).

Your Cover

Policy Types

The level of cover will be stated on Your Schedule of Membership. Please also refer to the Endorsements stated which relate to the sections of this Policy Wording which are applicable to You and the cover purchased.

- **Vehicle Cover**

Following a Breakdown, We will provide assistance in accordance with the terms of this Policy for any Vehicle(s) stated the in the Schedule of Membership. We reserve the right not to offer assistance under the terms of this Policy in respect of any Vehicle(s) not stated in the Schedule of Membership. Should any Vehicle(s) be acquired during the Period of Membership for which cover under this Policy is required You must inform Us immediately.

SECTION A: Roadside in the UK

Your Policy includes assistance if Your Covered Vehicle should Breakdown at the roadside. You are permitted to make an unlimited number of callouts during the Term of the Policy.

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 covered

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.

If Your Covered Vehicle has Broken Down, been Misfuelled or ran out of fuel 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.

Please note that any Misfuel or running out of fuel Claim is subject to an additional £50.00 Excess.

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 Covered 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. Please note that We shall not reattend the next day, or at any other point in time, to redeliver the Vehicle to a preferred location, if this was not available at the point of Breakdown.

In the event that the Breakdown is as a result of a flat, blown or punctured tyre, one of the following will apply. Please note that if We are misadvised as to the availability or condition of a spare or space saver wheel, We will not provide an additional service below to the one that has been instructed:

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.
2. 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.
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.

What is not covered

1. Labour charges in excess of one hour of the Recovery Operator arriving at the scene of the Breakdown.
2. The Excess as shown in your Policy Schedule.

3. Any Breakdown which occurs at or within one (1) mile from Your Home.
4. The cost of any parts required to repair Your Vehicle.
5. Any Breakdown as a result of an accident, fire, flood, theft or act of vandalism.
6. 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.
7. Any Claim for any broken glass.
8. Any Claim resulting from the Covered Vehicle's lights, radio or any chargers being left on unintentionally, or otherwise, by anyone.
9. The attempted drainage or replacement of any incorrect fuel (this may be covered under Section F. Please see Your Policy Schedule for details).
10. Any Claim where the Covered Vehicle is immersed in mud, snow, sand or water. This also extends to any Breakdown as a result of contact with the above.
11. Recovery of You, Your passengers and Your Covered Vehicle to more than one destination.
12. Any Covered Vehicle which is already at a garage or other place of repair.
13. Any Breakdown as a result of a slipped chain on a motorcycle, moped, scooter or other chain driven Vehicle.
14. Any Claim where this Policy is being used by the Policyholder or any other driver of the Covered Vehicle to avoid the cost of repairing or recovering the Vehicle.
15. Any Claim where a known fault existed with the Vehicle prior to the Inception Date.
16. 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.
17. Any labour charges incurred at the repairer's premises.
18. Toll and sea transit charges for the Covered Vehicle.
19. A breakdown which occurs outside of the UK.

SECTION B: Homestart in the UK

Your Policy includes assistance if your Covered Vehicle should Breakdown at Home or within one (1) mile of Your Home. The maximum payable for any claim from any one Breakdown, including any reimbursement costs, is £1500.00, or the current Market Value of the Covered Vehicle, whichever is lower.

What is covered

If Your Covered Vehicle has Broken Down within the United Kingdom, and is within one (1) mile of Your Home We will instruct a Recovery Operator to;

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. The garage maybe 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, one of the following will apply. Please note that if We are misadvised as to the availability or condition of a spare or space saver wheel, We will not provide an additional service below to the one that has been instructed:

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.
2. 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.
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.

What is not covered

1. Labour charges in excess of one hour of the Recovery Operator arriving at the scene of the Breakdown.
2. The Excess as shown in your Policy Schedule.
3. Any Breakdown which occurs more than ¼ mile from Your Home.
4. The cost of any parts required to repair Your Vehicle.
5. Any Breakdown as a result of an accident, fire, theft, flood or act of vandalism.

6. 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.
7. Any Claim for any broken glass.
8. Any Claim resulting from the Covered Vehicle's lights, radio or any chargers being left on unintentionally, or otherwise, by anyone.
9. The attempted drainage or replacement of any incorrect fuel (this may be covered under Section F. Please see Your Policy Schedule for details).
10. Any Claim where the Covered Vehicle is immersed in mud, snow, sand or water. This also extends to any Breakdown as a result of contact with the above.
11. Recovery of You, Your passengers and Your Covered Vehicle to more than one destination.
12. Any Vehicle which is already at a garage or other place of repair.
13. Any Breakdown as a result of a slipped chain on a motorcycle, moped, scooter or other chain driven Vehicle.
14. 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.
15. Any Claim where a known fault existed with the Vehicle prior to the Inception Date.
16. Any Claim relating to a Caravan or Trailer which Breaks Down. If Your Covered Vehicle Breaks Down while towing a Caravan or Trailer, We will also arrange for Your Caravan or Trailer be recovered to the same location as Your Vehicle.
17. Any labour charges incurred at the repairer's premises.
18. Toll and sea transit charges for the Covered Vehicle.
19. A breakdown which occurs outside of the UK.

SECTION C: National Recovery - Onward Travel in the UK

Your Policy includes national recovery or onward travel for the driver and up to 4 passengers should Your Covered Vehicle not be able to be repaired on the same calendar day as recovery taking place. 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 covered

In the event that Your Covered Vehicle cannot be repaired at the roadside and 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, at our dictation we will pay for one of the following;

1. The cost of alternative second class rail travel for the driver and up to 4 passengers to one destination within the United Kingdom to the value of £40.00 per person. This will also include a return journey for one person to collect the Vehicle upon completion of repairs. OR
2. 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
3. The cost of a suitable self-drive hire car for up to 72 hours, or £250.00, whichever comes first, to allow You to complete Your journey.
4. The recovery of Your Vehicle and up to four passengers to Your Home address or chosen location.

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. Receipts and/or invoices can be sent to us at the address or email on page 3 of this document.

What is not covered

1. Any hire car where You do not comply with the usual terms and conditions of the hire car company.
2. 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 membership excess payable under membership for the replacement car
3. Any costs which would have been incurred in the course of a journey if the Breakdown had not occurred.
4. Fines, parking charges, tolls and any congestion charges arising from the use of a hire car.

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

Section D: General Exclusions

The following exclusions apply to all sections of Your Policy;

1. Any Claim which occurred before You bought this Policy or within the Inception Period.
2. Any Claim involving any Vehicle which is not an Covered Vehicle as shown in Your current Policy Schedule.
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 Claim if the Covered Vehicle is not in a Roadworthy Condition at the time of Breakdown.
5. Any Claim where the Breakdown occurred as a result of an accident, fire, theft, flood or act of vandalism.
6. Any Vehicle that is being used, or has been modified for use, in motor racing, rallies, speed or endurance events.
7. 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.
8. Any Vehicle which requires specialist repairs as a result of modification of any kind unless previously agreed by Us.
9. Any Claim as a result of You not being able to access, drive or secure the Covered Vehicle because of:
 - a. locks being damaged or broken, or
 - b. keys (including immobilizer keys and key fobs) being lost, damaged or broken, or being locked in the Covered Vehicle.

(This exclusion will not apply if you have selected 'Lockout Cover' when You purchased this Policy.)
10. 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.
11. Any Claim where the excess has been waived, or is recoverable from another person responsible for the accident.
12. Any payment more than our proportionate share if You have excess protection cover under any other membership policy.
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 membership, or any endorsement thereto, it is agreed that this membership 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 Covered 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 Covered 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. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

25. Loss or destruction or damage, or any loss or expense whatsoever resulting from:
 - a. ionising radiations or contamination by radioactivity from any nuclear waste
 - b. 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 to the effects of chemical or biological and/or radioactive substances.
26. The cost of paint-work and other cosmetic items.
27. 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.
28. Loss or damage to personal possessions you leave in your vehicle.
29. Any claim that comes from:
 - a. any person driving the vehicle, if you know they do not have a valid UK/EEA licence to drive in the UK; or
 - b. 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.

Nature Of Emergency Breakdown Cover

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.

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. It is important You know that We are committed to providing an exceptional level of service and customer care.

If Your complaint is about the sale or administration of this membership, please contact:

Emergency Assist Limited Membership Limited

Telephone: 01945 586200

Email: complaints@emergencyassistltd.co.uk

Complaints Department
Emergency Assist Limited
Exchange Square
Wisbech
Cambridgeshire
PE13 1RA

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 **Membership 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 We record telephone calls for training and evidentiary purposes.

Cancellation Of Your Policy

You can cancel Your policy within the first 14 days of the Policy Inception Date, or upon receipt of these terms and conditions, whichever happens later. Unless You have made a claim during this period We shall refund Your premium in full less a £10.00 administration charge.

We will automatically cancel Your Policy without refund if You make more than the maximum number of permissible claims during the Policy Term.

If You fail to satisfy the terms of Your Policy, We may choose to cancel Your Policy during the Period of Membership by giving You 14 days written notice of cancellation to the last address You provided Us with. Examples of when We might do this includes You not paying any amount when due, Us discovering that Your vehicle is no longer eligible for cover, etc. 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.