

# Membership Terms & Conditions



## Important Information

### IF YOU REQUIRE BREAKDOWN ASSISTANCE

In the event of a breakdown and You require assistance whilst You are within the UK, please call Us on **01423 535 786**.

If You breakdown whilst travelling in Europe, please call Us on **+ 44 1423 535 786**.

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

If You have broken down on a motorway and have no means of contacting Us or are unaware of Your location, You can use the nearest SOS box and advise the highway officer of Our telephone number, who can contact Us to arrange assistance. If a highways officer is present at the scene please advise them that You have contacted Us or provide them with Our telephone number to call Us on Your behalf.

The roadside can be a dangerous place, so please ensure the safety of You and Your passengers at all times.

### What do You need?

Before We can arrange assistance, We will need to validate Your cover. In order for Us to do this quickly and efficiently please have the following information ready:

- Membership details, including Membership number and a return telephone number.
- The location of You and Your Vehicle and the nature of the fault.
- Registration and make and model of the Vehicle.

### If You have selected to include an excess on Your Membership

Any applicable excess must be paid by a credit or debit card before assistance can be arranged. Please refer to Your Schedule of Cover to confirm the cover You hold.

### If You are not a Member or do not have the relevant level of cover

We will happily provide assistance for faults or Incidents that You are not covered for, however, all costs and an administration fee for arranging this service must be paid by a credit or debit card prior to this service being arranged.

If You wish to use this service please call 01423 535 786 and request the "pay on use service".

## PRIVACY AND DATA PROTECTION

### Data Protection

We are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controllers are NCI Vehicle Rescue plc and AmTrust Europe Ltd (the Insurer). Below is a summary of the main ways in which we process your personal data, for more information please visit our websites at [www.ncionline.co.uk](http://www.ncionline.co.uk) and [www.amtrusteurope.com](http://www.amtrusteurope.com)

### How We Use Your Personal Data

We may use the personal data we hold about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide You with information, products or services that You request from us or which we feel may interest you. We will also use Your data to safe-guard against fraud and money laundering and to meet our general legal or regulatory obligations.

### Disclosure of Your Personal Data

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

### International Transfers of Data

We may transfer Your personal data to destinations outside the European Economic Area ("EEA"). Where We transfer your personal data outside of the EEA, We will ensure that it is treated securely and in accordance with the Legislation.

### Your Rights

You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

### Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning our use of your personal data, please contact the relevant **Data Protection Officer, please see websites noted above for full address details.**

### Insurance administration

The information that You give to Us will be used by Us AmTrust Europe Limited and anybody appointed by Us or them for the purposes of administering Your Membership or a claim. It may be disclosed to AmTrust Group companies in the USA and outside of the European Union, reinsurers and to regulatory authorities for the purposes of monitoring.

Where this happens We will ensure that anyone to whom We send Your information agrees to treat it with the same level of protection as if We were dealing with it.

In giving Us information about another person, You confirm that they have given You permission to give the information to Us and that We may process it (including any sensitive data – see page 2) for the purposes as set out in these notices.

We may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). These checks may be made when You take out insurance with Us or if You make a claim and the information shared with anyone acting on Our behalf to administer Your insurance or a claim (e.g. loss adjusters or investigators).

If You have any questions about the personal details held or if You believe our records may be inaccurate, please write to:

Optimum Roadside Assistance  
NCI Vehicle Rescue Plc.  
4th Floor Clarendon House  
Harrogate  
North Yorkshire  
HG1 1JD

#### **Information on products and services**

We may use the details You have provided to send You information about Our other products and services or to carry out research. We may contact You by letter, telephone or e-mail. Please be reassured that We will not make Your personal details available to any companies other than those that are contracted by Us to provide services relating to Your Membership with Us. If You would prefer not to receive information from Us or those companies who provide services on Our behalf, simply write to Us:

Optimum Roadside Assistance  
NCI Vehicle Rescue Plc.  
4th Floor Clarendon House  
Harrogate  
North Yorkshire  
HG1 1JD

Your personal data will not be used for marketing. It will only be shared within organisations involved with the administration of Your Membership or as otherwise set out in this Data Protection Notice

#### **Credit searches**

To help Us to prevent fraud and to check Your identity, We may search files made available to Us by credit reference agencies, who may keep a record of that search.

#### **Sensitive data**

In order to assess the terms of Your Membership or to administer claims We may need to collect data that Data Protection legislation defines as sensitive. In taking out a Membership with Us You are giving Us Your consent to such information being processed by Us, companies belonging to Our group and other companies contracted by Us to provide services relating to Your Membership or to a claim.

#### **Telephone Recording**

For Our joint protection telephone calls may be recorded and monitored by Us, and Our service providers.

## CONSUMER INSURANCE (DISCLOSURE AND REPRESENTATIONS) ACT 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions You were asked at the time of insuring with Us. It is important that You check Your records for the information You have provided and notify Us immediately of any changes to these details. Failure to provide accurate and complete information to the best of Your knowledge may result in increased premiums, refusal of a claim or Your Membership being cancelled. You are required to update Us with any changes to the information You provided at the time You asked Us to insure You. When You tell Us about these changes We may adjust the premium. If You do not tell Us about these changes, this may result in refusal of a claim or Your Membership being cancelled.

### FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud We may at any time:

- Share information about You with other organisations and public bodies including the Police;
- Check and/or file Your details with fraud prevention agencies and databases, and if You give Us false or inaccurate information and We suspect fraud, We will record this. We and other organisations may also search these agencies and databases to:
- Help make decisions about the provision and administration of insurance, credit and related services for You and members of Your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies;
- Check Your identity to prevent money laundering, unless You furnish Us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

### Other insurers

We may pass information about You and this Membership to other insurance companies with which We either reinsure Our business or who are dealing with a claim made under this Membership. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies will usually be located in countries inside the European Economic Area (EEA). Where information is passed to companies outside of the EEA, We will make sure they comply with the same standards of data security as though they were located inside the EEA

### OUR SERVICE COMMITMENT

If You have any suggestions or comments about how We or Our service providers can improve Our cover or the service We/they have provided please write to Us.

We/they always welcome feedback to enable Us/them to improve products and services.

### IF YOU NEED TO MAKE A COMPLAINT

At Optimum Roadside Assistance We work hard to provide the highest level of service to meet the needs of Our Members. There may be a time when You feel that Our service has fallen below the level You expect and wish to make a complaint. There are several ways You can contact Us:

Phone: 01423 504 689

Email: [complaints@ncionline.co.uk](mailto:complaints@ncionline.co.uk)

Post: The Complaints Manager  
Optimum Roadside Assistance  
NCI Vehicle Rescue Plc.  
4th Floor Clarendon House  
Harrogate  
North Yorkshire  
HG1 1JD

If Your complaint is in relation to the way in which Your Membership was sold, relates to the service provided by NCI Vehicle Rescue Plc., or to a claim, NCI Vehicle Rescue Plc. will deal with Your complaints.

If Your complaint is about AmTrust Europe Limited. service or the Membership terms and conditions, NCI Vehicle Rescue Plc. may refer Your complaint to AmTrust Europe Limited.

We will either acknowledge Your complaint within 5 working days of receipt, or offer You Our final response if We have concluded Our investigations within this period.

If We acknowledge Your complaint We will aim to offer Our final response within 8 weeks. We will always endeavour to resolve Your complaint to Your satisfaction.

### Financial Ombudsman Service

If You are unhappy with the final response and You are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust under a certain size) You may wish to contact the Financial Ombudsman Service. They offer a free and independent service for resolving disputes about most financial matters and You have six months from the date of the final response letter to contact them. Please note that the Financial Ombudsman Service will not adjudicate Your complaint until You have received a final response letter or eight weeks has passed since You notified NCI Vehicle Rescue Plc. of Your complaint.

Their contact details are:

Phone: 0800 023 4567 or 0300 123 9 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Post: The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

The Financial Ombudsman Service decision is binding on Us but not You. The complaints procedure set out does not affect Your right to take legal action against Us.

### Financial Services Compensation Scheme

AmTrust Europe Limited is a Member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if We cannot meet Our liabilities under this Membership. This depends on the type of business and the circumstances of the claim. Further information about the compensation scheme is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to:

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

## DEFINITIONS

Some common terms are used throughout this booklet. Wherever the following words and phrases appear in this booklet, and on Your Schedule of Cover they will always have these meanings:

### “Europe or European”

Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Greece, Hungary, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Northern Ireland, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland,

### “United Kingdom (UK)”

Great Britain, Northern Ireland, the Isle of Man (and, for residents of the Channel Islands only, the Channel Islands).

### “Home”

The UK address that We have registered as the Home address of the Member at the time of the relevant Incident.

### “Incident”

Mechanical or electrical failure, flat battery, accidental damage to tyres, lost or broken keys or keys locked within the covered Vehicle that, in Our opinion, prevents You from safely or legally driving Your Vehicle.

Within the UK only; Accidental damage, vandalism, fire, theft or attempted theft.

### “Local Garage”

A garage or dealership within 10 miles of the place of the Incident.

### “Market Value”

The amount that the market would pay for the Vehicle. The Market Value of the Vehicle includes factors such as age, make, model, miles travelled and general condition of the Vehicle. We may use recognised industry publications, such as Glasses Guide, Parkers and Auto Trader to assist Us in calculating the amount.

### “Membership Period”

Cover commences on the Membership inception date specified in Your Schedule of Cover, which shall be at least 24 hours following the time You purchased cover.

### “Recovery Operator”

Our independent agent that We contract to assist You at the scene of Your Incident and to recover Your Vehicle if appropriate.

### “Optimum Roadside Assistance or We or Us or Our”

Operating on behalf of the brand Optimum Roadside Assistance, this Membership is provided by NCI Vehicle Rescue Plc.

If You have purchased Optimum Roadside Assistance: NCI Vehicle Rescue Plc who has placed this insurance with AmTrust Europe Limited., acting on Your behalf as Your agent.

### “Schedule of Cover”

Details of the specified Vehicle(s), Member(s), Membership period, level and type of cover.

### “Vehicle”

**For personal Membership**, the private car, motorised caravan, motorcycle or light commercial Vehicle up to and including 25 years old, which must not exceed 3,500KG in gross Vehicle laden weight (including any load carried) and not exceed 6 metres long, 2.3 metres wide and 3 metres high which the personal Member is travelling in or driving at the time of the Incident.

**For Vehicle Membership**, the private car, motorised caravan, motorcycle or light commercial Vehicle up to and including 25 years old, which must not exceed 3,500KG in gross Vehicle laden weight (including any load carried) and not exceed 6 metres long, 2.3 metres wide and 3 metres high which has been registered for cover with the Us before the Incident occurred. A Vehicle can be covered outside the scope of this definition if it is noted in the Schedule of Cover and the agreed additional premium has been paid.

### “You or Your or Driver or Member”

**For personal Membership**, the Member and/or, if the context requires, any joint or family Member who has been nominated by the Member and for whom the appropriate premium has been paid.

**For Vehicle Membership**, the Member or any person who is travelling with, and who requests assistance for the Vehicle that is registered under the Membership.

### “Membership”

The insurance cover underwritten by AmTrust Europe Limited.

## Membership Types

Your Optimum Roadside Assistance Membership will either be a Vehicle based Membership or a personal based Membership. Please refer to Your Schedule of Cover for the type of Membership You hold.

All memberships provide cover in the UK and where specified, Europe.

**Please note** a breakdown Membership is not a replacement for servicing and maintaining a Vehicle, the Vehicle must be properly serviced and maintained in accordance with the manufacturers’ specifications. We may request to see proof of this. If You call Us for assistance and Our recovery operator reports to Us that it is evident You have not maintained Your Vehicle in a roadworthy condition, You will have to pay all the costs arising from the assistance provided.

### Vehicle based memberships

Cover for the Vehicle(s) registered with Us no matter who is driving. Please refer to Your Schedule of Cover to confirm the Vehicle(s) covered under Your Membership. We reserve the right not to offer assistance to an unregistered Vehicle. Should You change Your Vehicle at any time during Your Membership You must inform Us immediately.

### Personal based memberships

Cover for the person(s) registered under Your personal Membership as a Driver or passenger in any Vehicle. You must be able to produce acceptable proof of identity.

If travelling with Your Vehicle outside of the United Kingdom You must have a European level of cover and the Vehicle(s) must be nominated to Us for cover before the trip takes place.

### Membership Period

Your Optimum Roadside Assistance Membership is valid for 12 months, unless otherwise specified on Your Schedule of Cover, or You have a continuous Membership. Your policy will start at least 24 hours following purchase of cover.

If You pay for Your annual cover under a Continuous Payment Authority, Your cover will be automatically renewed at the end of the Membership year. You will always be advised of this in advance and have the opportunity to cancel Your Membership or make any amendments.

## Call Out Limits

Your Optimum Roadside Assistance Membership covers You for an unlimited number of call outs.

## Levels of Cover

### ROADSIDE ASSISTANCE WITH LOCAL RECOVERY

#### What is covered

Following an Incident occurring within the UK and more than a one-mile radius from Your registered Home address, We will:

- pay the call out fees and charges for one hours roadside labour for a Recovery Operator to attend the scene of the incident to either:
  - Repair the vehicle:
  - Or, if in the Recovery Operators opinion, repair is not possible, we will arrange and pay the costs of, transportation of 7 passengers, including the Driver, to be recovered to a single destination within 10 miles of the Incident.
- If You require, We will relay telephone messages to others and advise them of Your predicament.

**Please note** recovery cannot be used as a way of avoiding repair costs. If You decline the service being offered We will be unable to offer further assistance once Our Recovery Operator has left the scene of the Incident. You are responsible for instructing the garage to carry out any repairs. If there is no suitable repairer in the vicinity an additional mileage charge may be applied.

#### What is not covered

- Repair and labour costs other than an hour's roadside labour at the scene.
- The cost of any parts, components or materials used to repair the Vehicle.
- Any costs or further assistance once the Vehicle is at a garage able to undertake the repairs.
- Where service cannot be affected because the Vehicle does not carry a serviceable spare wheel (not applicable to motorcycles or Vehicles which are manufactured without a spare wheel), aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels.
- Incremental costs such as lock replacement, new keys, drainage of tank, disposal of wrong fuel, any replacement fuel, and any replacement or repair of tyres.
- Any request for service when the keys for the Vehicle have been stolen or are believed to have been stolen.
- Any request for service where remedial action has not been taken following a previous breakdown or temporary repair being made, unless in transit immediately following a temporary repair, between a temporary repair and a repairing garage.
- All things excluded under 'General Cover Exclusions'

### NATIONAL RECOVERY

#### What is covered

Includes all the benefits offered under 'Roadside Assistance with Local Recovery' plus if the repairs cannot be affected by the Local Garage within the same working day, We will either:

- Recover You, Your Vehicle and Your passengers to Your Home or original destination.

- Provide alternative travel for You and Your passengers to Your Home or original destination.
- Or provide alternative accommodation for You and Your passengers.

#### What is not covered

- The recovery of the Vehicle and passengers if repairs can be carried out at or near the scene of the Incident within the same working day.
- More than 10 miles recovery, if recovery is appropriate to the circumstances for: loss of or breakage of keys, keys locked within Your covered Vehicle, the use of incorrect fuel, flat tyre or puncture.
- All things excluded under 'Alternative Travel'.
- All things excluded under 'Overnight Accommodation'.
- All things excluded under 'Roadside Assistance with Local Recovery'.

### EUROPEAN RECOVERY

#### What is covered

If You have purchased European Personal Membership then you must register Your vehicle with Us before You travel.

Includes all of the same benefits as 'National Recovery' whilst in the UK, plus cover in Europe:

- We will provide service in Europe where the maximum duration of any single trip does not exceed 31 days and Your Vehicle is not outside the UK for a total period of 90 days in any Membership year.
- We will pay the call out fees and charges for one hour's roadside labour for a Recovery Operator to attend the scene of the incident to either:
  - Repair the vehicle
  - Or, if in the Recovery Operators opinion, repair is not possible, we will arrange and pay the costs of transportation of 7 passengers, including the Driver, to be recovered to the nearest garage able to undertake the repair.
- If the Vehicle cannot be repaired within 48 hours or any other time that We can agree, We will arrange for Your Vehicle and up to 7 passengers, including the Driver to be transported either to Your Home or original destination.

**Please note** regulations are different when You breakdown in Europe and help may take longer in arriving. You must ensure You carry Your V5 registration document with You during Your journey.

We will need to know if You are on an outward or inward journey and details of Your booking arrangements. We may request proof of the outbound and inbound travel dates of Your trip.

For assistance in Europe, call Us on: +44 1423 535 786.

#### What is not covered

- Vehicles not registered with Us for cover outside the UK if European Personal Membership has been purchased.
- Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the Incident within an agreed time.
- Service where repatriation costs exceed the Market Value of the Vehicle.
- The cost of recovery from a European motorway exceeding £60.
- Repatriation to the UK within 48 hours of the original Incident, regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments You have made within the UK.

- Repatriation if the Vehicle can be repaired but You do not have adequate funds for the repair.
- All things excluded under 'National Recovery'.

## AT HOME ASSISTANCE

### What is covered

As an extension to either 'Roadside Assistance with Local Recovery', 'National Recovery' or 'European Recovery', You can opt to include Home Assistance. This cover must be purchased with one of Our breakdown memberships listed above. If You purchase this extension You will be covered if:

- The Incident is reported when the Vehicle is at the registered Home address or within a one-mile radius of the registered Home address. If We are unable to repair Your Vehicle We will recover it to a Local Garage.

## General Cover Inclusions

Applicable to all Our levels of cover, there are some general cover inclusions, as follows:

### ALTERNATIVE TRAVEL

#### What is covered

If Your Vehicle is not repairable in the same working day that You first report the Incident to Us, or in a period agreed between Us and You, We will:

- Pay up to £100 towards the cost of alternative transport or car hire for up to 7 passenger, including the Driver, to continue Your journey.

**Please note** car hire is subject to availability and the suppliers Terms and Conditions.

#### What is not covered

- The cost of alternative transport other than to Your Home or original destination and a return trip to collect Your repaired Vehicle.
- Alternative travel if repairs can be carried out at or near the scene of the Incident within an agreed time.
- The cost of fuel or oil used in any replacement car and or any additional insurance offered by the supplier of a hire car.
- Hire cars fitted with but not limited to: roof racks and tow bars.

**Please note** the car hire agreement will be between You and the relevant supplier and will be subject to that supplier's Terms and Conditions. These will include but not limited to:

- Production of a full driving licence valid at the time of issue of the hire car.
- Production of a credit or debit card with sufficient funds for the supplier to take a deposit.
- Meeting the suppliers required age limitations.
- The excess payable under any insurance for the hire car.

## EMERGENCY OVERNIGHT ACCOMMODATION

### What is covered

If We agree it is necessary to provide alternative accommodation We will:

- Pay up to £60 for a lone traveller.
- Or up to £40 per person for one night for up to 7 passengers, including the Driver.

**Please note** this service is offered on a pay and then claim basis. We will only reimburse claims when We are in receipt of a valid invoice/receipt (which must be produced within 30 days of claim), and where We have agreed it

was necessary to offer this service. The maximum payment per Incident will be £280.

### What is not covered

- Overnight accommodation if repairs can be carried out at or near the scene of the Incident within an agreed time.
- The cost of food, drinks, telephone calls or other incidentals.

## ACCIDENT ASSISTANCE

In the event of a non-fault road traffic accident within the UK and within the Membership Period, We can assist in arranging a hire Vehicle and the recovery of any uninsured losses via Our chosen panel of specialist representatives or solicitors.

We can assist You in pursuing a claim against the Third Party for:

- Damage caused to Your Vehicle.
- Claims for injury or death.
- Claims for uninsured losses. (E.g. policy excesses, loss of earnings, travel expenses.)
- Vehicle repairs.

## General Cover Conditions

### Applying to all sections

1. We will provide cover if:
  - a. You have met all the Terms and Conditions within this booklet.
  - b. The information provided to Us, as far as You are aware, is correct.
2. Where safe to do so, the Driver of the Vehicle must remain with or near the Vehicle until help arrives.
3. Any Membership excess must be paid in advance of assistance being provided.
4. In the case of punctures or damage to wheels, if We are unable to repair or replace the tyre and/or wheel at the roadside You will be recovered within 10 miles only.
5. If We are able to carry out a temporary repair at the roadside, You must accept the assistance being provided and immediately pay the recovery operator for any parts supplied and fitted by credit or debit card.
6. If You cancel a callout when a Recovery Operator has already been dispatched, We will not refund any monies You have paid (including but not limited to Your Membership excess if applicable) towards arranging assistance. If the Vehicle breaks down again, You will be charged for the second and any subsequent call outs.
7. In the event You use the service and the fault is subsequently found not to be covered by the Membership You have purchased, We reserve the right to reclaim any monies from You in order to pay for the service not covered.
8. The repair must be carried out if the Vehicle is recovered to a garage and the garage can repair the Vehicle within the terms stated. You must have adequate funds to pay for the repair immediately. If You do not have funds available, any further service related to the claim will be denied.
9. You must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If You do not have funds available, any further service related to the claim will be denied.

10. If the Vehicle is beyond economical repair We have the option to offer the Market Value of the Vehicle to You and pay for alternative transport Home, up to the aggregate claims limit of £10,000.
11. We reserve the right to recover Your immobilised Vehicle in accordance with and subject to any legislation, which affects drivers' working hours.
12. If You have a right of action against a third party, You shall co-operate with Us to recover any costs incurred by Us.
13. If You are covered by any other contract or Membership for any costs incurred by Us, You will be required to reimburse Us within 14 days of Our request to You for any costs We have paid out.
14. We reserve the right to claim back any costs that are recoverable through a third party.
15. If You have a road traffic accident You must provide Us with Your insurance company details when requested. We reserve the right to claim back any cost that may be recovered through Your insurance.
16. Regardless of circumstances, We will not be held liable for any costs incurred if You are unable to make a telephone connection to any numbers provided.
17. We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.
18. You will be required to reimburse Us within 14 days of Our request to You any costs We have paid out on Your behalf which are not covered under the terms of Your Membership.
19. Any repairs affected at the roadside, including boost starts, are classed as temporary repairs.
20. It is Your responsibility to take the Vehicle to a garage or dealer as soon as possible after any temporary repair being affected in order to have the fault permanently repaired.
21. We will only pay for alternative transportation or accommodation if We agree it is necessary and if repairs cannot be carried out at or near the scene of the Incident within the same working day.
22. The transportation of livestock (including dogs) will be at the discretion of the Recovery Operator. Alternative transport can be arranged but You will need to pay for this service immediately by credit or debit card.
- b. The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
- c. Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
8. Fines and penalties imposed by courts.
9. Any charges where You, having contacted Us, affect recovery or repairs by other means unless We have agreed to reimburse You.
10. Claims totalling more than £10,000 in any one year.
11. Any liability for the diagnosis of a fault, or cause of a breakdown by Our Recovery Operators.
12. A request for service following any intentional or wilful damage caused by You to Your Vehicle.
13. Faults with the covered Vehicle that do not prevent the Vehicle from being safely and legally driven.
14. Incidents caused by failure to maintain the Vehicle in a roadworthy condition including maintenance or proper levels of oil and water.
15. Vehicles running out of fuel unless caused by a mechanical or electrical failure.
16. Any request for service if the Vehicle cannot be reached or is immobilised due to snow, mud, sand or flood or where the Vehicle is not accessible or cannot be transported safely and legally using a standard transporter.
17. Any request for service where the Vehicle is overloaded or carrying more passengers than it is designed to carry.
18. Any damage to Your Vehicle or its contents whilst being recovered, stored or repaired and any liability or consequential loss arising from any act performed in the execution of the assistance services provided.
19. Any request for service if the Vehicle is being used for motor racing, rallies, public hire, private hire, courier services (unless an additional premium has been agreed and paid which means the vehicle is covered for courier services) or any contest or speed trial or practice for any of these activities (unless in the case of Public and Private Hire an additional premium has been agreed and paid).
20. Vehicles that are not secure or have faults with electric windows, sun roofs, convertible roofs or locks not working, unless the fault occurs during the course of a journey and Your safety is compromised.
21. Vehicles over 25 years old unless accepted by Us and covers less than 5000 miles per annum.
22. Any claims relating to the following: -
  - a. Vehicles with a laden weight in excess of 3,500 kg (3.5 tonnes). (unless an additional premium has been agreed and paid to allow cover up to a laden weight of 7,500kg as stated on your Schedule of Cover.)
  - b. Vehicles more than 6 metres long, 2.3 metres wide and 3 metres high. (unless an additional premium has been agreed and paid to increase dimensions covered as stated on your Schedule of Cover)
  - c. Vehicles with modifications which affect Our ability to assist in the normal roadside repair or recovery of Your Vehicle, unless declared and agreed with Us prior to taking the cover and declared at the time of notifying an Incident.
23. Vehicles not registered with Us unless personal Membership has been purchased.

## General Cover Exclusions

**Applying to all sections unless otherwise stated this Membership does not cover:**

1. If applicable, the Membership excess as shown on Your Schedule of Cover.
2. Any cover which is not specifically detailed within this document.
3. Any costs or expenses not authorised by Us.
4. Any false or fraudulent claims (We retain the right to prosecute and or report any fraudulent activity to the police).
5. Claims not notified and authorised prior to expenses being incurred.
6. The charges of any other company (including police recovery) other than Our Recovery Operator or of car hire or accommodation charges except those authorised by Us.
7. Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
  - a. Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.

25. Minibuses or limousines unless an additional premium has been agreed and paid.
26. Failure to comply with requests by Us or Our recovery operators concerning the assistance being provided.
27. Any winching costs or the use of specialist recovery equipment which is not usually carried on a standard recovery Vehicle including; winches, cranes, dollies and skates.
28. If recovery takes effect We will only recover to one address in respect of any one Incident.
29. Storage charges.
30. Recovery of the Vehicle to Your Home once it has been inspected or repaired.
31. The cost of draining or removing contaminated fuel.
32. Any claims relating to windscreen, rear or side window damage including cracks, chips or breakages.
33. Any fault relating to windscreen wipers or windscreen washer jets unless the fault occurs during the course of a journey and Your safety is compromised.
34. Any fault caused by frozen liquids in pipes or tubes or frozen locks caused by very low temperatures.
35. Toll and sea transit charges for the covered Vehicle within the UK.
36. Any cost recoverable under any other cover that You may have.
37. Any cost that would have been incurred if no claim had arisen.

## Caravans and Trailers

If Your Vehicle breaks down and Your caravan or trailer is attached, providing the caravan or trailer is fitted with a standard towing hitch and does not exceed 7 metres in length, Your caravan or trailer will be recovered to the same destination as Your Vehicle at no extra cost to You.

### **This Membership does not cover:**

- Recovery of any caravan or trailer where the total length exceeds 7 metres and where it is not attached to the Vehicle with a standard towing hitch.
- Breakdowns or accidents to the caravan or trailer itself.

## Our Rights to Refuse Cover

### **We have the right to refuse to provide the service:**

- If You or Your passengers are being obstructive in allowing Us to provide the most appropriate assistance or are abusive to Us or Our Recovery Operators.
- If You have an outstanding debt with Us.
- If, in Our opinion, the Vehicle is found to be un-roadworthy due to lack of maintenance, unless servicing records can be provided.
- Where service is requested for the same or similar fault or cause of Incident to that which We have previously attended.
- If the Vehicle is deemed to be illegal, untaxed, not covered, un-roadworthy or dangerous to transport.
- Where the Vehicle is fitted with Run Flat Tyres and You do not drive immediately to the nearest garage able to effect repairs.

## Membership Cancellation

Your Membership has a cooling off period of 14 days from the start date, or the receipt of Your Membership details, whichever happens later. If You wish

to cancel Your Membership We will provide a refund of the premium paid. If You have made a claim within this period We will not refund the premium.

If You wish to cancel Your Membership after the cooling off period We will not refund the premium.

For Members on a continuous Membership, subject to any other statutory rights You may have, there will be no refunds following the cooling off period.

To cancel Your Membership, please contact the broker from whom You purchased the policy

The cover is not transferable to any other person.

We reserve the right to cancel Your Policy by sending 7 days written notice.

## Changes to Your Payment Details

If You pay for Your Membership under a Continuous Payment Authority (automatic renewal) and Your card details change You must notify Us immediately.

We will advise You of Your pending renewal up to 21 days prior to the end of Your current Membership Period, confirming any changes to the premium and the Terms and Conditions applicable to the next Membership Period.

If You have chosen to take advantage of Our automatic renewal service, We will continue to renew Your Membership each year.

You must notify Us at least 7 days prior to renewal if You do not want to renew on this basis.

We reserve the right not to offer renewal of this Membership.

## Change of Vehicle

This Membership only covers the Vehicle(s) registered with Us unless You have opted for personal Membership. You must notify Us immediately if You change Your Vehicle(s) by calling Us on 01423 504 689.

If You do not notify Us of the new Vehicle details, We will not be able to supply You with assistance.

**Please note** that a change of Vehicle will take affect a minimum of 24 hours after You have notified Us of the change of Vehicle.

## Service Providers and Insurance Undertaking

Operating on behalf of the brand Optimum Roadside Assistance, this service is provided by Vehicle Rescue Network Limited, 4th Floor, Clarendon House, Harrogate, HG1 1JD. Registered company number 06700278.

Vehicle Rescue Network Limited is part of the NCI Vehicle Rescue plc group of companies which are authorised and regulated by the Financial Conduct Authority (FCA). Financial Services number 307654.

This Memberships is underwritten by AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, (registered No. 1229676) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services number 202189. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.