



UK Taxi Breakdown Service Wording

INTRODUCTION

This Motor Breakdown and Recovery policy is arranged by RTR UK Limited, with UK General Insurance Limited on behalf of: Great Lakes Reinsurance (UK) SE, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

RTR UK Limited is an appointed representative of MB&G Insurance Services Limited, which is authorised by the Financial Conduct Authority (FCA), Ref 306978. RTR UK Limited is registered in England and Wales, Company No 05174365, Registered Address Dovecote House, Middlecliffe Lane, Little Houghton, Barnsley, 572 OHW.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

MAINTAINING COVER UNDER YOUR POLICY

This insurance commences on the date shown on Your Policy Schedule and continues for 12 months

At their sole discretion, the Insurers will give the benefit described in this policy for the Period of Insurance and for any subsequent period that the Insurers and You may agree. This policy will not be in force unless You have paid all amounts due to Us for the policy and it has been agreed by an authorised representative of the Insurers and confirmation sent to You with the Policy. The policy contains details of the rights You have bought, what is excluded from those rights and the terms and conditions of this policy.

UNDERSTANDING YOUR POLICY

This policy is designed to offer You peace of mind against unexpected Breakdowns when using Your Vehicle. Please read this policy carefully and make sure You understand fully and comply with its terms and conditions so that You can achieve maximum benefit from its terms. We will always try to be fair and reasonable in Our operation of the scheme, but please take care to follow the rules properly as failure to do so may jeopardise the payment of any claims and could lead to Your policy becoming void.

DEFINITIONS

The following words shall have the meanings given below wherever they appear with a capital letter.

Breakdown:	A sudden electrical or mechanical failure or a road traffic accident or damage caused by vandalism, fire, theft or attempted theft which renders the Vehicle completely immobilised.
Consequential Loss:	Any other costs that are directly or indirectly caused by the Event unless specifically stated in this policy. e.g. additional travel costs.
Cooling Off Period:	The first 14 days of the Commencement Date of this policy as shown in the Policy Schedule.
Event:	A Breakdown which generates a claim under this policy.
Period of Insurance:	The duration period noted on Your Policy Schedule.
Policy Schedule:	The written confirmation You received from the Insurers confirming Your details and the Vehicle that is the subject of this policy.
Territorial Limits:	Great Britain, Northern Ireland, Isle of Man and the Channel Islands and up to 60 days during any one calendar year, elsewhere in the world subject to any repairs being carried out in the UK by repairers approved by Us.
Terrorism:	Any act including but not limited to the use, or threat, of violence or force by any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.
Vehicle:	Taxi's, Ambulances up to 3.5 tonnes, LGV/Commercial Vehicles up to 3.5 tonnes
We/Us/Our/Insurer:	UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE
You/Your:	The owner of the Vehicle named on the Policy Schedule.

THE SERVICE

Subject to the Conditions, Exclusions, Limitations and Claims Procedure, the Insurers agree that in the case of an Event outside Your manufacturer's guarantee period and within the Territorial Limits during the Period of Insurance, the Insurers will, at their sole discretion, pay for the cost of repair by the approved repairer when authorised and arranged by Us. Subject to the terms of this policy, Our maximum liability in respect of any one claim related to an Event will be the cost of one hour's roadside assistance by approved repairers, but not the cost of any parts, components or sundries required to complete the necessary repairs.

Any benefit provided by the Insurers under this policy shall be granted solely by the Insurers and in every case shall be made only upon such terms and conditions as the Insurers determine. For the avoidance of doubt, the limit of or the provision of the benefit shall only be made at the discretion of the Insurers, the key elements of which shall be:

- a) Road side assistance;
- b) Road side repairs;
- c) Assistance at Your home;
- d) Onward journey to home, destination or garage that can affect the repairs, for up to 7 passengers and the driver;
- e) Cover for any driver that is using the registered Vehicle, provided that the person has received permission from You first and is legally able to drive the Vehicle;
- f) Cars, motorcycles, vans and motorhomes and private hire vehicles up to 3.5 tonnes. Recovery of a caravan or trailer attached to Your Vehicle at the time of the Breakdown up to 7.6 meters in length;
- g) Up to 1 hours roadside assistance only;
- h) Up to a maximum of 6 call outs per year;
- i) Wheel changes - roadside assistance only (providing that the driver has a serviceable and accessible spare tyre and wheel is able to provide a manufacturer's key to remove any locking wheel nuts or if an inflation/foam kit is provided and can be used to inflate the tyre to allow you to complete your journey).

What is not covered?

- a) Any claim arising in the first 14 days from the date of inception
- b) Labour charges in excess of one hour
- c) Cost of replacement parts, fuel or materials used in a repair
- d) Toll charges, ferry charges, parking charges, traffic congestion charges
- e) Storage charges incurred during or after the use of our services
- f) More than 6 call outs during the Period of Insurance
- g) Running out of fuel, wrong fuel in the Vehicle, loss of keys, broken glass
- h) Any Vehicle not able to provide a serviceable and/or accessible spare tyre for wheel changes (or Vehicle does not come with a spare tyre as a standard fitment)
- i) Keys locked in Vehicle, damaged keys, key fob fault
- j) Vehicles immersed in, or immobilised as a result of being immersed in, mud, snow, sand or water
- k) Vehicles that require a repair at a specialist garage
- l) A second use of Our services if no remedial action has been taken to correct the initial fault
- m) Faults with a caravan or trailer (that may or may not immobilise the caravan! /trailer) when the Vehicle is immobilised
- n) Vehicles over 12 years of age at the date of inception, excluding Ambulances

United Kingdom Cover

If the Vehicle registered is immobilised in the UK, then You are covered for the following:-

- a) Call-out and up to 1 hour's roadside assistance by one of Our approved recovery operators to attend the scene of the Breakdown, and where possible carry out emergency repairs;
- b) If repairs cannot successfully be carried out at the scene of the Breakdown, We will pay the cost of recovery of the Vehicle driver and up to 7 passengers to the nearest suitable garage able to effect a repair, or to Your onward destination, or to Your home address whichever is nearer;
- c) If You break down at the roadside and repairs cannot be carried out within an agreed reasonable period then You will be offered one of the following options:
 - 1) The cost of alternative road or rail travel for the driver and up to 7 passengers from the scene of the Breakdown to one destination within the Territorial Limits stated in these terms and conditions, plus a return journey for one person to collect the Vehicle upon completion of repairs;
 - 2) The cost of one night's accommodation up to a total of £100 per claim (excluding food and drink) in the vicinity of the Breakdown for the driver and up to 7 passengers up to a maximum of £40.00 per person, subject to a maximum overall of £200.00 per claim;
 - 3) The recovery of the Vehicle, the driver and up to 7 passengers to any one destination within the Territorial Limits;
 - 4) The cost of suitable car hire for up to 48 hours up to a maximum of £100.00 per claim.

The maximum payable for any claim from any one Breakdown including any reimbursement claim is £1000 or the current market value of the Vehicle at the time of the Breakdown, whichever is lower.

THE POLICY CONDITIONS

a) General Conditions

- 1) The Vehicle must be maintained at all times in a roadworthy condition and be regularly serviced according to the manufacturer's recommendations.
- 2) Road to Recovery only covers the Vehicle registered for any driver with the owner's permission and legal capability to drive the Vehicle.
- 3) Cars, motorcycles, vans, motorhomes and private hire taxis are eligible to be covered up to a maximum of 3.5 tonnes gross weight, 5.5 metres (18 feet) in length and 2.3 metres (7 foot 6 inches) wide.
- 4) Any caravan or trailer attached to the Vehicle at the time of the Breakdown must be up to a maximum of 7.6 metres (25 feet) in length.
- 5) During the Period of Insurance, You are entitled to contact Us up to a maximum of 6 times for Breakdown assistance; Your policy will be cancelled after the sixth callout with no refund of premium.

b) Claims Notifications & Requirements

- 1) In order to make a claim, You or Your personal representative, must immediately upon the occurrence of an Event, notify the Insurers through Our emergency helpline on 0330 0414 660
- 2) You will be required to provide operator with the following information:
 - a. Your policy number;
 - b. Your name;
 - c. Make, model & registration of Vehicle;
 - d. Exact location of Vehicle;
 - e. Nature of Breakdown.
- 3) We will then arrange for one of Our recovery operators to attend the given location, as quickly as possible.
- 4) Our recovery and breakdown operators are not able to work on unattended Vehicles.

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of the Insurer.

c) Subrogation and Observance

If a claim arises as a result of the act or default of a third party, at the request and expense of the Insurers, You shall take and permit to be taken in its name all necessary steps to enforce its rights against any such third party. The Insurers may not be willing to provide the cover described in this policy unless You have duly complied with all of the terms and conditions contained in this policy.

d) Fraud

You must not act in a fraudulent manner. If You or anyone acting for You make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect, or make a statement in support of a claim knowing the statement to be false in any respect, or submit a document in support of a claim knowing the document to be forged or false in any respect, or make a claim in respect of any loss or damage known by You to be as a result of a wilful act or with Your connivance then the Insurers:

- 1) Will not pay the claim and will not pay any other claim which has been or will be made in connection with the Vehicle; and
- 2) Will be entitled to recover the amount paid under the policy relating to the Vehicle since inception and may inform the police of the circumstances.

e) Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which Your main residence is situated.

POLICY EXCLUSIONS

a) General Exclusions

We very much hope that Your policy will give You peace of mind through protection against the cost of Breakdown and for its full be aware the following are not covered:

- 1) Any Event which occurs during the first fourteen (14) days of the commencement date as outlined on Your Policy Schedule;
- 2) Vehicles that have not been regularly serviced in line with the manufacturer's recommendations or Breakdown as a result of inadequate repair or any claim where no remedial action has been taken to correct the fault since We last attended Your Vehicle. Garage attention must always be sought after experiencing a Breakdown and proof of repair obtained;
- 3) Vehicles being used (or that have been modified for use) in motor racing, rallies, speed or endurance tests; self-hire vehicles (including courtesy vehicles), vehicles not used exclusively for private hire taxi & commercial use over 3.5 tonnes gross laden weight;
- 4) Mechanically modified vehicles requiring specialist repairers;
- 5) Any liability or Consequential Loss arising from any act performed in the execution of the Breakdown services provided;
- 6) Vehicles not in a roadworthy condition immediately prior to any Breakdown;
- 7) Any claim resulting in a Vehicle not being repaired, or that is disposed of or scrapped;
- 8) Vehicles immersed in mud, snow, sand or water or any fault occurring or being immobilised as a result of contact with mud, snow, sand or water;
- 9) Any claim that could be recoverable from any other insurance, indemnity or warranty;
- 10) Any fines or penalties imposed by the courts, the police or any regulatory authorities;
- 11) Any charges incurred prior to notification of Breakdown and Our approved repairer attending;
- 12) The cost of any parts, components, lubricants or materials, food, drinks, telephone calls, petrol, oil or any other incidental expenses;
- 13) Any claim where Road to Recovery has not been notified at least 48 hours previously of a change of Vehicle;
- 14) Any charges incurred resulting from You breaking down in a location in which rescuing the Vehicle would be unlawful (Including any legal restriction on recovering a Vehicle from a European motorway);
- 15) Any cost of any specialist recovery equipment or service charges needed (as defined by the recovery operator in attendance of Your Breakdown);
- 16) Breakdowns where Your Vehicle is not accessible or cannot be transported safely, legally and without hindrance using a standard transporter or trailer;
- 17) Any toll charges, ferry charges parking charges or traffic congestion charges;
- 18) Any costs recoverable elsewhere;
- 19) A second call-out when a temporary repair was earlier carried out;
- 20) Any claim for assistance while money is owed to Road to Recovery by You;
- 21) Breakdowns caused by Your Vehicle running out of fuel or where assistance cannot be affected because the Vehicle does not have a serviceable and/or accessible spare tyre and wheel;
- 22) Claims arising from loss or damage to contents of or within Your Vehicle;
- 23) Faulty or defective workmanship, operational error or omission on Your part or the part of any person using the Vehicle with Your express or implied permission;
- 24) If You request any addition work or replacement parts or components of a superior specification are fitted, You will be responsible for the additional cost;
- 25) The VAT element of any claim where you are VAT registered.

b) Intentional Acts

You will understand that You are expected to take precautions when using or storing Your Vehicle. This policy does not cover an Event occurring as a result of intentional act or wilful neglect or intentional or reckless overloading of, or the imposition of any abnormal conditions on, the Vehicle.

c) **War Risk and Terrorism**

- 1) Subject to the exclusions of this Clause 4 herein, an Event occurring as a result of war, invasion, acts of foreign enemies, hostilities whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.
- 2) Damage or destruction caused by, contributed to or arising from an act of Terrorism.

d) **Nuclear Risk and Sonic Boom**

Damage or destruction caused by, contributed to or arising from:

- 1) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- 2) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof; or
- 3) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds

e) **Electronic Data:**

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

f) **Consequential Loss**

Any Consequential Loss or damage arising from the Event or from any cause whatsoever. Consequential Loss shall include, but not be limited to, any financial loss or the cost of business interruption arising from the loss of use of the Vehicle, or the loss of goods contained in or stored on the Vehicle, any time and cost involved in reinstating such information and any liability to any third party for delay or non performance of any contract with the third party. Consequential Loss shall also include loss of use of any item of Vehicle (not itself subject to an Event) due to its incompatibility with any item of Vehicle repaired or replaced pursuant to this policy.

g) **Use by Others**

An Event occurring whilst the Vehicle is in the custody of a third party. In this exclusion, third party means anyone other than You or a member of Your immediate family normally resident at the address shown in the Policy Schedule

g) **Guarantees**

Any amount that is recoverable upon the occurrence of an Event at no expense to You under any guarantee, warranty, maintenance, and rental hire or lease agreement.

h) **Consumer Insurance Act**

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- 1) Supply accurate and complete answers to all the questions We or the administrator may ask as part of Your application for cover under the policy;
- 2) To make sure that all information supplied as part of Your application for cover is true and correct;
- 3) Tell Us of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that Your policy is invalid and that it does not operate in the event of a claim.

COOLING OFF PERIOD

You may not make any claims under this Policy until after the first fourteen (14) days have passed from the date of inception.

CANCELLATION

We hope you are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet Your requirements, please return it to Your broker within 14 days of issue and We will refund Your premium subject to no claims being logged against the policy. After the 14 day Cooling Off Period, should You wish to cancel the policy, no refund of premium will be given.

You will not receive any refund of premium if You have used Our services at any time.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to You at Your last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

OUR PROMISE OF SERVICE

It is the intention to give You the best possible service but if You do have any questions or concerns about this insurance or the handling of a claim, You should in the first instance contact the Managing Director of RTR UK Limited. The contact details are:

The Managing Director, RTR UK Ltd, Colliery Farm Business Park, Middlecliffe Lane, Little Houghton, Barnsley, S72 OHW (telephone number: 01254 355535).

In all correspondence, please state Your policy number and quote "Light Commercial and Taxi".

If Your complaint cannot be resolved by the end of the next working day, RTR UK Limited will pass it to:

The Customer Relations Manager,
UK General Insurance limited,
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds, LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than £2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. Tel: 0800 023 4567 (Mobiles 0300 123 9123)

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

DATA PROTECTION ACT 1998

Please note that any information provided to Us will be processed by Us and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

We may respond to enquiries by the police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively, or to protect Your interests, We may disclose the data You have supplied to other third parties such as motor garages, engineers, repairers, other insurers etc.

To help Us improve Our Service, We may record or monitor telephone calls.