

Commercial vehicle breakdown cover

All you need to know

Your policy inside
Please keep somewhere safe



[directline.com](https://www.directline.com)

Welcome

to Direct Line breakdown cover

Isn't it reassuring to know you're covered? You can relax – and know that we will assist you should you break down. With our five levels of cover, it's easy to upgrade and make **a good deal – better!**

Should you need to contact us, here are the telephone numbers you'll need:

Emergency breakdown number	0800 051 0199
European Emergency breakdown numbers	00800 5905 5905 00 44 113 390 5300
Direct Line Tracker traffic & travel (call from your mobile, max call cost 60p per minute)	60010
Direct Line van insurance	0845 246 5246

Your policy

These are the Terms and Conditions of your Direct Line commercial vehicle breakdown cover. Please read them carefully and keep them in a safe place.

The cover you have purchased is underwritten by U K Insurance Limited and provided by Green Flag (both part of the same Group) and will run for 12 months or as shown on your breakdown cover schedule. The Terms and Conditions of your breakdown cover contained in this booklet, the breakdown cover schedule and the information you give to us form the contract between you and U K Insurance Limited. You must tell us about any changes to this information as soon as possible, if you do not it could affect your cover. In return for payment of the premium, we will provide cover for the sections listed in your breakdown cover schedule in accordance with the Terms and Conditions set out in this booklet.

You must read this booklet, your breakdown cover schedule and any endorsements as one document. Any word or expression that is defined as having a particular meaning will have the same meaning wherever it appears in these documents. English Law will apply to this contract unless we both agree otherwise.

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Policy definitions – UK breakdown cover

The service and benefits set out in this booklet should be read in conjunction with your breakdown cover schedule. The cover detailed under each section will only apply if it is shown on your current breakdown cover schedule.

Wherever the following words and phrases appear in this booklet and the breakdown cover schedule they will always have these meanings:

Breakdown cover Terms & Conditions or Terms and Conditions

– this booklet and the breakdown cover schedule which together form the contract between you and us.

Incident – immobilisation of the **vehicle** as a result of breakdown, fire, theft or attempted theft, malicious damage, accidental damage (but not a road traffic accident), flat tyre, lack of fuel, flat battery, loss or breakage of **vehicle** keys, occurring within the **UK** during the **period of cover**.

Passenger – any person who at the time of the **incident** is riding in the **vehicle** and is not a hitch-hiker.

Period of cover – the period stated on the breakdown cover schedule.

Personal belongings – each of **your** suitcases or items of luggage, their contents and items designed for **you** to wear or carry. This includes **your** valuables but does not include items of furniture, camping equipment or winter sports equipment.

Policyholder – the person named on the breakdown cover schedule.

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

Vehicle – any **vehicle** we have agreed to cover and which is shown on the breakdown cover schedule or, where personal cover applies, any **vehicle you or your spouse or partner** are travelling in, provided it:

- is either; a car, light van, motorised caravan, estate car, motorcycle or 4x4 off-road **vehicle**, privately registered in the **United Kingdom**.
- carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided) with a maximum of 8 persons including the driver.
- does not exceed (including any load carried) the following **gross vehicle** weight: 3.5 tonnes and external dimensions: 7 metres in length (excluding coupling device and tow bar), 3 metres in height and 2.3 metres in width.
- is serviced, maintained and operated as recommended by the manufacturer and holds a current valid MOT certificate if applicable.
- is a caravan or trailer of standard make that is fitted with a standard 50mm tow ball, falls within the size and weight restrictions above and is being towed by the insured **vehicle** at the time of the **incident**. The weight of the caravan or trailer when loaded must not be more than the kerb weight of the **vehicle** towing it.

We or us or our – U K Insurance Limited and/or its agents.

You or your – the **policyholder**, any authorised driver and authorised **passengers** in the **vehicle** at the time of **incident**.

Section A Rescue

What is covered

Following an **incident** occurring at least $\frac{1}{4}$ mile from either the **policyholder's** home address or the place where the **vehicle** is usually kept, we will:

- arrange for roadside assistance and, if necessary, transportation of the **vehicle** to either a single destination of **your** choice within 10 miles of the **incident** or to a suitable repairer in the vicinity of the **incident**.
- transport **you** and any **passengers** that are in the **vehicle** at the time of the **incident** to the chosen destination.
- pay the cost of providing these services, including call out and labour for roadside assistance.
- we will relay telephone messages to **your** family members, friends or business associates to advise of unforeseen travel delays.

Please remember

All other labour charges and the cost of replacement parts and/or other materials are **your** responsibility.

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 made.

This service cannot be used if the **vehicle** has broken down or is unroadworthy when cover was taken out.

Recovery cannot be used as a way of avoiding repair costs.

What is not covered:

- Labour charges at any garage to which the **vehicle** is taken.
- The cost of any parts and/or materials used.
- The cost of supplying a spare wheel and tyre if a serviceable one cannot be provided by **you**.
- The cost of, if needed, a locksmith or a bodyglass or tyre specialist.
- Anything mentioned in the general exclusions.

Section B Rescue Plus

What is covered

Following an **incident** occurring less than $\frac{1}{4}$ mile from either the **policyholder's** home address or where the **vehicle** is usually kept, **you** may:

- use the services detailed under section A – Rescue.

Please remember

This level of cover will not be effective until the day after **you** have arranged this cover for the first time.

Section C Recovery

What is covered

All the benefits under section A, and if it is apparent to **us** or the chosen repairer that repairs cannot be effected by the repairer by the end of the working day, **we** will arrange and pay for the transportation of **you**, the **vehicle** and any **passengers** to **your** choice of:

- the **policyholder's** home address, or
- the original destination within the **UK**, or
- a suitable repairer in the vicinity of the **incident**, the **policyholder's** home address or original destination.

If some form of medical certification can be shown and there are no **passengers** who can drive the **vehicle**, this service may also be used in the event of the driver being declared medically unfit to drive. **We** may choose to recover the **vehicle** by providing a qualified driver.

Please remember

This level of cover will not be effective until the day after **you** have arranged this cover for the first time.

What is not covered:

- Recovery within $\frac{1}{4}$ mile of either **your** home address or the address where the **vehicle** is usually kept, unless **you** are entitled to the services detailed under section B – Rescue Plus.
- Onward transportation following a period of hospitalisation.
- Any costs where **we** have not been contacted at the time of the **incident**.
- Anything mentioned in the general exclusions.

Section D Recovery Plus

What is covered

All the benefits under sections A, B and C and if it is apparent to us or the chosen repairer that repairs cannot be effected by the repairer by the end of the working day; or if the vehicle has been stolen and is not recovered in a roadworthy condition the same day, and provided you have not elected to be recovered under section C – Recovery, we will arrange and pay for your choice of:

- where available, a self-drive hire vehicle of an equivalent level up to a maximum of 2500cc for a continuous 72 hour period whilst your vehicle is awaiting repairs, up to a maximum of £100; or
- the cost for you and any passenger to either continue the journey or return to the policyholder's home address within the UK by our choice of alternative transport, up to a maximum of £100; or
- overnight accommodation including breakfast (excluding alcohol) for you and any passenger in a local hotel whilst awaiting repairs, provided that the incident occurs more than 25 miles from the policyholder's home address or intended destination, up to a maximum of £150 per person or £500 per incident.

If necessary, we will also pay for one single standed class rail ticket for the policyholder or any authorised driver to collect the vehicle following repair.

Motoring legal advice

During the period of cover you may call our legal advice line on **0845 601 4060** for practical legal advice on any motoring legal problem.

Please remember

A hire vehicle is provided subject to you meeting the conditions of the hirer.

Any claims involving the hire of a replacement vehicle must have our prior approval.

We cannot guarantee to provide a vehicle with a roof rack or tow bar.

This level of cover will not be effective until the day after you have arranged this cover for the first time.

What is not covered:

- any costs where we have not been contacted at the time of the incident.
- vehicle hire not authorised by us.
- vehicle hire in the event of the vehicle requiring routine servicing, being out of use temporarily under warranty or for other repair work to correct non-immobilising faults or undergoing repair of cosmetic damage.
- the cost of fuel and oil used in any replacement vehicle or any additional insurance offered by the replacement vehicle hirers.
- anything mentioned in the general exclusions.

Section E EuroPlus

What is covered:

In addition to all the services and benefits supplied under sections A-D of this booklet, those detailed in the separate Direct Line breakdown cover in Europe section will apply.

Please remember:

This level of cover may only be taken where the **vehicle** to be covered is less than 16 years of age.

Additional features and benefits

Personal cover

What is covered:

If shown on **your** breakdown cover schedule, the highest level of cover purchased will be extended to apply when **you** and/or **your** spouse or partner is/are driving with the owner's permission or travelling in any private eligible **vehicle** which is less than 16 years of age and which does not exceed the weight and size limitations as set out under the meaning of 'vehicle' in the 'Meanings of Words' section. **We** may ask for proof of identification before providing service under this cover. This cover is only available for **incidents** that occur in the **UK**.

Additional vehicles

What is covered:

If shown on **your** breakdown cover schedule, cover applies to additional specified **vehicles** as agreed by **us** that are kept at and registered to the **policyholder's** address.

No Call Out Discount

Subject to no call out being made, **your** renewal premium will be discounted automatically each year according to the scale effective at the time. For each call out **you** make, the amount of discount will be reduced by 1 year's worth. Once **you** have reached a maximum level of discount, **you** may make 1 call out in a 3 year period without the discount being affected. Each subsequent call out will reduce the discount by 1 year's worth.

Policy definitions – European breakdown cover

The cover detailed under this section will only apply if it is shown on **your** current breakdown cover schedule.

In respect of this section the definition of **incident** on page 3 of this booklet will include the European countries listed under the **geographical limits**. In addition to those detailed in the **UK** section, wherever the following words and phrases appear in this section or the breakdown cover schedule, they will always have these meanings:

Certificate of Motor Insurance – this document provides evidence that **you** have taken out the insurance **you** must have by law. It identifies who can drive **your vehicle** and the purposes for which **your vehicle** can be used.

Court – court, tribunal or other suitable authority.

Costs – legal costs reasonably and proportionately incurred by **your solicitor** on the standard basis or in accordance with the Predictable Costs Scheme if applicable. **We** will also pay **costs** which **you** are ordered to pay by a **court** and any other **costs** we agree to in writing.

Country of departure – Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Geographical limits – the following countries: 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, Turkey in Europe plus Üsküdar.

Period of cover – cover under section E1 operates 7 days prior to commencement of the booked trip. All other benefits apply during each trip within the **period of cover** as shown on the breakdown cover schedule, including **your** direct journey from **your** home to **your UK** point of departure. All benefits terminate on completion of **your** direct return journey home, on expiry of the **period of cover** for which premium has been paid. This section provides cover for any number of journeys during the **period of cover**.

Note: If **your** return journey from abroad is unavoidably delayed by any **incident** covered by these Terms and Conditions, cover will be automatically extended free of charge for the period of that delay.

Solicitor – any suitably qualified person appointed to represent **you** under section E9.

Strike or industrial action – any form of **industrial action** taken by workers, carried out with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

Trip – a pre-booked journey abroad within the **geographical limits** during the **period of cover** commencing and ending in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Uninsured losses – losses which **you** cannot recover from any insurance policy.

Important information about driving in Europe

Mobile phones

If **you** contact **us** from **your** mobile phone, **your** service provider may charge **you**. **You** may also have to pay for the call if **you** ask someone to call **you** back. **Your** policy does not cover the cost of these calls. It may be necessary to use a conventional landline phone in certain places if the mobile network is less stable than in the **UK**.

Vehicle registration document/V5

You will need to carry the original **vehicle** registration document when driving in Europe as proof that **you** are the owner of the **vehicle**. If this is not available, **you** will need to take a letter of authority from the owner and a **vehicle** on hire certificate (VEI03) instead.

Driving licence

Vehicle hire companies will want to see **your** original driving licence. If **you** hold a photocard licence **you** will need to take the paper counterpart as well. In some countries **you** will need to take an international driving permit as well as **your** driving licence. This is not required in EU member states.

Credit card

A credit card must be available if the **vehicle** hire benefit is used as the **vehicle** hire company will need to swipe the card as security.

European motorways and autoroutes

If **you** break down on a motorway or major public highway in certain parts of Europe (France, for instance), the emergency telephone will be answered by the police. They will then send a local recovery vehicle out to **you**. As very few of these recovery agents have links with **UK** motoring organisations, **you** may have to pay for this assistance on the spot. If **you** do, keep all receipts and send them to **us** on **your** return to the **UK**, **we** will then reimburse **you** for recovery and roadside repairs (except spare parts). If the repair is made in a garage, the cost is not covered and **you** should pay the whole cost of the repair.

Section EI Cover prior to departure

What is covered

Following an **incident** occurring during the 7 days immediately preceding the arranged date of departure, we will pay up to a maximum of £800 towards:

- the hire of a replacement **vehicle**, where available, for the purpose of carrying out the original trip, in the event that the **vehicle**, if stolen, is not recovered before the arranged date of departure, or the **vehicle** cannot be repaired within 24 hours following the booked time of departure for the trip.
- the additional cost of re-booking any sea crossing or rail journey via the Channel Tunnel missed as a result of the **incident** giving rise to a claim (or, where the original route is unavailable, the nearest suitable alternative sea crossing or rail journey via the Channel Tunnel), in the event that the **vehicle** is repaired within 24 hours of the original time of the planned departure for the trip.

Please remember

Any claim involving the hire of a replacement **vehicle** must have our prior approval.

You must contact **us** as soon as **you** know **your vehicle** may be unavailable for the planned trip.

Your claim must be supported by a letter from a garage confirming:

- the regular maintenance and servicing of **your vehicle**.
- precise details of the breakdown or damage.
- the breakdown, when occurring, was sudden and unforeseen.
- that repairs cannot be effected before the date planned for **you** to begin **your** trip.

What is not covered:

- any claim resulting from breakdown if **you** have purchased this cover less than 7 days before **your** planned date of departure.
- any claim when actual or imminent breakdown of **your vehicle** is discovered or diagnosed in the course of a service carried out less than 7 days prior to **your** planned date of departure.
- the cost of any personal accident insurance or other benefit not specifically covered under this section.
- loss of use of a **vehicle** hired to **you**.
- the cost of fuel and oil used in any replacement **vehicle**.

Section E2 Roadside assistance

What is covered:

Following an **incident** occurring during the trip, we will:

- arrange for roadside assistance and towing to the nearest suitable repairer.
- pay for these services up to a maximum of £250.

Please remember

A garage or specialist undertaking repair work (other than at the roadside) will be acting as **your** agent for such repair work.

What is not covered:

- charges for any labour not incurred at the roadside.
- the cost of replacement parts or other materials.

Section E3 Replacement parts

What is covered

In the event of necessary replacement parts not being available locally during the trip, on receipt of **your** instructions, we will:

- undertake to obtain them elsewhere.
- pay all freight charges involved in dispatching them to the location of the **vehicle**.

Please remember

Although we will endeavour to provide the replacement parts required, we can give no guarantee they will be available, especially in the case of older **vehicles** where parts may be impossible to locate.

When **you** are invoiced for a surcharge subject to the return of the old unit or part, **you** must return the defective part at **your** own expense to the supplier.

If **you** place a firm order for replacement parts and these are not subsequently required, or **you** do not await their arrival, **you** will be responsible for the cost of such parts, including all forwarding charges arising from their return.

What is not covered:

- the actual cost of the parts and any Customs Duty. This must be paid to us by **you**, by a debit to a credit or charge card or by a prior deposit of funds in the **country of departure**.

Section E4 Break in

What is covered

In the event of a theft (or attempted theft) of the **vehicle** or the contents contained in the **vehicle** during the trip, we will pay up to a maximum of £175 for immediate emergency repairs and/or replacement parts, which are necessary to place the **vehicle** in a secure condition to continue the trip.

Please remember

You must obtain a Police report within 24 hours of the **incident** giving rise to the claim.

What is not covered:

- damage to paintwork or other cosmetic items.
- costs incurred following **your** return home.

Section E5 Vehicle out of use

What is covered

If an **incident** occurs during the trip and repairs cannot be effected within 24 hours, we will arrange and pay for one of the following:

- the additional cost of transporting **you**, with **your personal belongings**, to **your** destination by alternative transport, or
- the immediate hire of a replacement **vehicle**, where available, whilst the **vehicle** remains unserviceable, up to a maximum of £800, or
- overnight accommodation including breakfast (excluding alcohol) in a local hotel for **you** and any **passenger** whilst awaiting completion of repairs, up to £150 per person with a maximum limit of £500 in total, provided that such cost is additional to or in excess of any planned accommodation costs payable by **you**, had loss of use of the **vehicle** not occurred.

Please remember

A hire **vehicle** is provided subject to **you** meeting the conditions of the hirer. Any claims involving the hire of a replacement **vehicle** must have our prior approval.

It is **your** responsibility to collect the hire **vehicle**.

We cannot guarantee to provide a **vehicle** with a roof rack or tow bar.

Hire **vehicles** provided within the **geographical limits** must stay in the country where they were hired.

If **you** have to pay for the services locally, **you** will be reimbursed provided **you** obtained approval from us before incurring the expenditure.

What is not covered:

- the cost of fuel and oil used in any replacement **vehicle** and/or any additional insurance offered by the replacement **vehicle** hirers.
- the cost of any personal accident insurance or other benefit not specifically covered under this section.
- costs arising as the result of an **incident** occurring during a trip but incurred outside the period of that trip.

Section E6 Camping trips

What is covered

If the tent **you** are carrying with **you** and using in the course of the **trip** as **your** principal overnight accommodation, is rendered unserviceable through theft or accidental damage **we** will arrange and pay for:

- if practicable, the hiring of a suitable tent, where available, for the remainder of the period of the trip, or
- emergency bed and breakfast only expenses (excluding alcohol) over and above those planned for **you** and any passenger, up to £150 in total per person, with a maximum limit of £500.

What is not covered:

- any expenses incurred as a result of adverse weather conditions which do not actually damage the tent so as to render it unserviceable.
- loss of use of any tent **you** are not carrying on the trip with **you** or which belongs to a tour operator or holiday company.
- any damage caused by a dog or dogs accompanying **you** on the trip.

Section E7 Alternative driver

What is covered

In the event of **you** being declared medically unfit to drive the **vehicle** in the course of a trip or having to return home early because of what **we** agree is a serious or urgent reason and there is no other passenger qualified and competent to drive, **we** will pay all necessary additional **costs** incurred to return the **vehicle** to the home address in the **country of departure**.

Please remember

We may elect to provide a qualified driver to drive back the **vehicle** and **passengers**.

Section E8 Repatriation

What is covered

Following an **incident** occurring during the trip, we will pay:

- the cost of transporting **you**, with **your personal belongings**, to **your** home address in the **country of departure** if the **vehicle** cannot be and could not have been repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of **your** return home. The means of transport to be used shall be at **our** discretion.
- the cost of transporting the **vehicle** to **your** home address in the **country of departure** if repairs cannot be carried out abroad (or the **vehicle**, if stolen, has been recovered but not in a roadworthy condition), by the intended time of **your** return home. **We** will pay for necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs. Or, when agreed in advance by **us**, the cost of one person to travel to the location of the **vehicle** by public transport to drive the repaired **vehicle** to the home address in the **country of departure**.

Once **you** have been repatriated by **us** and if **we** are transporting **your vehicle** to the **country of departure**:

- **we** will reimburse **you** for up to 7 days necessary alternative travel costs **you** incur while **you** await delivery of the **vehicle**.
- **we** will pay the cost of such travel up to a maximum of £75 in total for **you** and any **passengers**.
- **you** must keep all receipts and invoices for the travel **you** have incurred, and send these to **us** with **our** claim form.

Please remember

The maximum **we** will pay to repatriate the **vehicle** will be its current market value in the **country of departure**.

Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in the **country of departure**, and when **you** confirm to **us** that these repairs will be put in hand.

Any unused travel tickets must be used for repatriation of the **vehicle**.

What is not covered:

- loss or theft of, or damage to, unaccompanied baggage (other than a manufacturer's tool kit) left in the **vehicle** if **you** and/or the **vehicle** are being transported by **us**.
- any additional costs incurred to repatriate **your** pet(s).

Section E9 Legal protection

Before you incur any legal costs, you must report your claim to the Legal Helpline

How to make a claim for legal expenses

- You must phone the 24 hour Legal Helpline on **0845 246 1689** and tell us of any incident which may lead to a claim under this section of the policy.
- You must do this as soon as possible, and always within 180 days of the date that you knew about or should have known about the incident.
- If you have a valid claim, we will send you a claim form to fill in and return to us.

Please have your breakdown policy number available when you call.

Legal Helpline – 0845 246 1689

You can also ring the Legal Helpline for practical UK Legal advice on any motoring legal problem, whether or not it results in a claim. This service is here to help and is available 365 days of the year.

For extra security, we may record all phone calls and keep the recording secure.

Cover provided

We will pay:

a). Uninsured loss recovery

The costs of recovering uninsured losses which arise directly from any non-fault road-traffic accident involving your vehicle causing:

- your death or injury;
- damage to your vehicle;
- damage to any property in your vehicle which you own or are legally responsible for; or
- any other uninsured losses you suffer.

b). Motoring prosecution defence

The costs of defending your legal rights if you are prosecuted for an offence under road traffic laws to do with driving or using your vehicle.

You must send us a copy of your summons within 28 days of receiving it.

c). Court attendance expenses

Travel costs in the event that you are obliged by a court abroad to attend in connection with an incident giving rise to a claim under this section up to a maximum of £250 per person.

The most we will pay under a) and b) above is £25,000 for any claim or claims arising from any one incident.

Subject to the exceptions and conditions of this section of the policy we agree to provide this cover if:

- at the time of the incident, your vehicle is being driven or used by a person identified in, and for a purpose allowed by, your certificate of motor insurance;
- the incident happens within the geographical limits; and after cover started
- any legal proceedings will be carried out within the geographical limits by a court which we agree to;
- in civil cases, we and your solicitor agree that it is more likely than not that you will be successful with your claim for damages or that you will make a successful defence; and
- in 'Motoring Prosecution Defence' cases, we and your solicitor agree that it is more likely than not that any plea in mitigation by the solicitor will materially affect the likely outcome of the prosecution.

Specific exceptions

Motoring Prosecution Defence

- prosecutions resulting from drink or drug related offences
- **you** driving a motor vehicle for which **you** do not have valid motor insurance.
- parking or obstruction offences.

General exceptions which apply to section E9

See also the general exceptions which apply to the whole policy **you** are not covered for any claim arising from or relating to:

- **costs** that relate to a period before **we** have accepted **your** claim
- fines, penalties, compensation or damages which **you** are ordered to pay by a **court**.
- a dispute with **us** about this section of the **policy**, other than as shown in general condition 5 on page 18.
- **costs** if **you** stop or settle a claim, or withdraw instructions from the **solicitor**, without good reason. If this applies, **you** will then have to refund any **costs** **we** have paid during **your** claim

Conditions which apply to Section E9

See also the general conditions which apply to the whole policy if **you** do not keep to these conditions, **we** may:

- cancel this section;
- refuse or withdraw from any claim;
- claim back from **you** **costs** paid by **us**;
- do all of the above

1. You must do the following

- send **us** full details of **your** claim in writing as soon as possible and in any event no later than 180 days after the date **you** knew about or should have known about the incident giving rise to the claim.
- send **us** any other information that **we** ask for. (**You** must pay any costs involved in providing this information.)
- if **we** ask, **you** must tell the **solicitor** to give **us** any documents, information or advice that they have or know about.
- fully co-operate with the **solicitor** and **us**, and not take any action that has not been agreed by **your** **solicitor** or by **us**.
- keep **us** up to date with the progress of **your** claim.
- tell **us** if the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** instructions.
- tell **us** if anyone makes a payment into **court** or offers to settle **your** claim.
- tell **your** **solicitor** to claim back all **costs** that **you** are entitled to and pay to **us** all **costs** that **we** have paid
- get **our** agreement to stop, settle, negotiate or withdraw from a claim.

Section E9 Legal protection continued

2. Appointing a solicitor

- we have chosen a panel of law firms to provide legal services. While **you** are responsible for any legal **costs** they charge, **your** policy will cover them as long as **you** keep to the policy conditions.
- if we accept **your** claim **we**, or a **solicitor** we choose will try to settle the matter without having to go to **court**.
- if it is necessary to take **your** claim to **court**, or if there is a conflict of interests, **you** can choose the **solicitor** to act for **you**. Any **solicitor** **you** choose will be appointed to act for **you** in line with **our** standard terms of appointment. (**You** can ask **us** for a copy).
- **you** must not enter into any agreement relating to charges with the **solicitor** without getting **our** permission first.
- if a **solicitor** refuses to continue acting for **you** with good reason, or if **you** dismiss them without good reason, **your** cover will end immediately unless **we** agree to appoint another **solicitor**.

3. You must tell your solicitor to do the following

- get **our** written permission before instructing a barrister or an expert witness.
- tell **us** immediately if it is no longer more likely than not that **you** will be successful with **your** claim.

4. We can do the following

- contact the **solicitor** at any time, and he or she must co-operate fully with **us** at all times.
- decide to settle **your** claim by paying **you** the compensation **you** are likely to be awarded by a **court** instead of starting or continuing **your** claim or legal proceedings.

- refuse to pay further **costs** if **you** do not accept an offer or payment into **court** to settle a claim which **we** or **your solicitor** considers should be accepted.
- refuse to pay further **costs** if it is no longer more likely than not that **you** will be successful with **your** claim.

5. Disputes

You may refer any disagreement between **you** and **us** to the financial ombudsman service, which is a service offered to **you** free of charge. (See page 25 for details of **our** complaints procedure.)

You also have the right to refer any disagreement between **you** and **us** to arbitration (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor, barrister or other suitably qualified person that **you** and **we** agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the **geographical limits** whose law governs this section of the policy. **We** and **you** must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

General conditions 3 and 18 on pages 20 and 21 do not apply to Legal Protection.

Section E10 Customs regulations

What is covered

If, following an **incident** occurring outside the **country of departure** during the trip:

- the **vehicle** is beyond economic repair, we may arrange for its disposal under customs supervision in the country where it is situated. In this case we will deal with the necessary customs formalities.
- the **vehicle** is not taken permanently out of the foreign country within the limited time allowed after import, or **you** inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then we will pay **your** liability for any duty claimed from **you**.

What is not covered:

- The cost of any other import duties imposed by customs.

Section E11 Missed motorail connection

What is covered

If **you** fail to connect with a pre-booked motorail service on the outward journey as a result of:

- **you** arriving at the departure point in the **country of departure** too late to commence the booked trip due to an **incident** involving the **vehicle** in the course of the trip, or
- cancellation or curtailment of scheduled public transport due to adverse weather conditions, **strike** or **industrial action** or mechanical breakdown or derangement.

We will arrange and pay for:

- storage of the **vehicle** in a secure parking area, if available, near to the motorail depot for the period of the trip.
- a standard second-class return rail ticket to enable **you** to continue the trip to/from the intended motorail destination station.
- hire of a replacement **vehicle**, where available, up to a maximum of £450.

Please remember

You must have taken every reasonable step to complete the journey to the departure point and to the motorail depot on time.

What is not covered:

- **strike** or **industrial action** which is public knowledge at the time of effecting the cover.
- withdrawal from service (whether temporary or otherwise) of an aircraft, sea vessel or train on the orders or recommendation of the recognised regulatory authority in any country.
- claims arising in connection with the inward (return) journey.

General conditions applying to this cover

This part describes certain responsibilities and procedures.

1. **You** must:

- take all ordinary and reasonable precautions to prevent loss, damage to or breakdown of the **vehicle**.
- take all steps necessary to expedite the completion of repairs.
- not hand over the **vehicle** or any of its parts to **us** without **our** authorisation.
- contact **us** without delay when an **incident** arises that may result in a claim.
- wait with the **vehicle**, or in a safe place close to the **vehicle**, until the repair or recovery vehicle arrives, unless **you** have made other arrangements with **us**.

2. **We** will provide the services described in this policy on condition that **you** and all **passengers** observe the respective licence conditions and all the terms and conditions laid down in this booklet. The services cannot be used for routine servicing or the rectification of failed repairs, or as a way of avoiding costs.

3. **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. **You** must give **us** all the information and assistance **we** may require.

4. Any disputes as to the interpretation of these terms and conditions or as to the rights or obligations thereunder shall be referred to arbitration under the legislation for the time being in force.

5. If any misrepresentation or concealment shall be made by or on behalf of the **policyholder** in obtaining this cover or by or on behalf of **you** or any passenger in support of a claim, the cover shall become void and the premium shall be forfeited.

6. The cover may be cancelled:

- by **us** at any time by providing 7 days notice in writing to **you** at **your** last known address. In such event **we** will refund the pro-rata premium applicable to any unexpired part of the **period of cover** for which premium has been paid.
- by **you** at any time by providing 7 days notice in writing. In such event, provided no claims have been made during the cover year, **we** will issue a refund which will be calculated on a pro-rata basis, less a cancellation charge of 50% of the annual premium. No refund will be given for cancellation of cover under section E.

7. Where personal cover is not included, service will be provided only to the **vehicle** specified on the breakdown cover schedule relating to this cover or to a **vehicle** that has been notified to and acknowledged in writing by **us** as being a permanent substitution for the previous **vehicle**. **You** should, therefore, ensure that such notification is made as soon as a substitution occurs to avoid service being refused.

8. **You** will be required to reimburse to **us**, within one month of the request, any expense incurred by **us** in providing any service under this cover for which **we** are not responsible.

9. Any garage used in connection with an **incident** is deemed to be **your** agent. **We** will not accept responsibility for any damage or loss resulting from the garage's acts or omissions. No warranty is given by **us** that such garage is competent to repair the **vehicle** or can do so immediately. **You** must give direct instructions to the garage and pay for any repairs.

10. In the event of theft of the **vehicle**, **you** must provide **us** with a copy of the police report at **our** request.

11. **We** reserve the right to repair the **vehicle** (at **your** cost) following a breakdown, rather than arranging for it to be recovered.
12. Any failure by **us** in relying on or enforcing these terms and conditions on any particular occasion will not prevent any subsequent reliance or enforcement.
13. Rescue (section A) may be arranged for immediate cover. All other levels of cover will not be effective until the day after cover has been arranged for the first time.
14. **We** will only pay for repair or recovery costs that **you** have agreed with **us** prior to **you** incurring them. **You** must keep all receipts and invoices for the costs **you** have incurred and send these to **us** with **our** claim form.
15. If the **vehicle** is in a position where it cannot be worked on or towed, the wheels have been removed or where specialist equipment is required for its recovery, **we** can arrange to rectify this but **you** will be responsible for any costs involved.
16. Any reduction in cover by **you** will only be allowed at renewal of the cover.
17. Onward transportation of any animal in **your vehicle** is at **our** discretion. **We** will not be liable for injury or death of the animal.
18. Following an **incident** attended by the police or other emergency service, transportation of the **vehicle** will not take place until they have authorised its removal. **We** are not responsible for any charges if the police or other emergency service concerned insist on an immediate recovery by another breakdown provider. This does not apply to section E.
19. After any repairs have been completed following recovery of the **vehicle**, it is **your** responsibility to arrange and pay for collection of the **vehicle**.
20. **We** reserve the right not to offer renewal of this cover.
21. **We** can arrange to recover **you** following a road traffic accident but **you** will be responsible for any costs involved. However, **you** may be able to recover these from **your** motor insurer.
22. **We** will not be liable for any delay or failure in performance of **our** obligations under this agreement if that delay or failure is due to any cause outside of **our** reasonable control.
23. Where payment of premium is not made, any cover otherwise provided by this cover will be inoperative from the date such payment was due.
24. Where payment of premium is by instalments, the contract remains an annual one. The full premium is due if cover is cancelled by **you** and a call out has been made. Should **you** fail to pay any instalment by the due date, such failure will entitle **us** to regard this as cancellation by **you** in accordance with general condition 6, point 2 of the terms and conditions and all cover will cease from the due date.
25. **We** have found that most of **our** customers choose to renew with **us** each year. To make renewing easier for **you**, unless **you** have told **us** not to, **we** will renew **your** policy automatically using the payment details **you** have already given. If **you** do not want to renew **your** policy, **you** must call **us** before the renewal date to let **us** know. It is not possible to offer automatic renewal with all payment methods, so please check **your** renewal invite when it arrives for further details.
26. This contract is between **you** and **us**. Nobody else has any rights they can enforce under this contract except those they have by law.
27. If **we** arrange for temporary roadside repairs, **you** must arrange for any permanent repairs that may be necessary as soon as possible. If **you** do not and the same problem happens again, **we** may refuse service.

General exclusions applying to this cover

Cover shall not apply in respect of:

1. **Vehicles** which have not been maintained and operated in accordance with the manufacturer's recommendations.
 2. **Vehicles** used for the carriage of goods or **passengers** for reward.
 3. **Vehicles** temporarily immobilised by floods or snow-affected roads or as a result of whole or partial immersion in water, snow, sand or mud.
 4. **Vehicles** used for and/or involved in motor racing, off road use (away from public roads and over rough terrain), rallies, track days, speed or duration tests or practising for such events.
 5. Breakdowns resulting from a fault that is recurring, with no fault of **ours**, and that has necessitated a call out by **us** during the same journey, or from an inadequate repair carried out to remedy a fault previously giving rise to a call out under this cover, or from a fault following unsuccessful servicing or repairs carried out by a person not qualified to carry out such servicing or repairs.
 6. **Vehicles** situated in areas to which **our** agents have no right of access or on motor traders' premises.
 7. Any wilful act of **you** or any passenger.
 8. Loss of, damage to or loss of use of contents of the **vehicle**.
 9. Any claim resulting from difficulties or inability in obtaining raw materials, fuel or other supplies, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), terrorist activity, civil war, rebellion, revolution, insurrection, military or usurped power or taking part in civil commotion or riot of any kind.
10. Loss or destruction of or damage to the **vehicle** or any loss or expense whatsoever resulting from:
 - ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
 11. More than **our** share of the claim if **you** are covered by any other insurance for an **incident**.
 12. Losses that are not directly associated with the **incident** that caused **you** to claim. For example, loss of earnings due to being unable to return to work following an insured **incident**, or losses arising from a delay in providing the service to which this cover relates.
 13. Any expenses which would have been incurred in the normal course of the journey.
 14. Any costs or storage charges incurred if, following the **incident**, **you** elect to have the **vehicle** towed to a repairer.
 15. Transportation of horses or livestock.
 16. Any costs incurred without **our** prior knowledge or consent.
 17. Any costs incurred for sea or river transit, excluding transit to and from the Isle of Wight or across Poole Harbour, unless claimed under the Europe section of this booklet.
 18. Recovery of any **vehicle** that would be dangerous or illegal to load or transport.
 19. **Vehicles** that have broken down or are unroadworthy when cover was taken out.

Your information

Who are we

Direct Line Commercial vehicle breakdown cover is underwritten by U K Insurance Limited.

You are giving your information to U K Insurance Limited who are members of The Royal Bank of Scotland Group (The Group). In this information statement 'we' 'us' and 'our' refers to U K Insurance Limited unless otherwise stated.

For information about our group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries please telephone **0131 556 8555** or Textphone **0845 900 5960**.

Your electronic information

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers.

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with you;

- understand our customers' requirements;
- develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- where we have your permission; or
- where we are required or permitted to do so by law; or
- to credit reference and fraud prevention agencies and other companies that provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations. From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

We are also required to supply motor insurance policy details to the Motor Insurance Database (MID) run by the Motor Insurers Information Centre (MIIC) to which the Police, DVLA/DVLNI (Driver and Vehicle Licensing Agencies) and other insurers have access. Law enforcement agencies may access and use this information.

Sensitive Information

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions) we will not use such sensitive personal data about you or others except for the specific

Your information (continued)

purpose for which you provide it and to provide the services described in your policy documents.

You will have been asked to agree to this when you first contacted us but please ensure that you only provide us with sensitive information about other people with their agreement.

Dealing with other people

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

Credit Reference Agencies

To assess your insurance application and the terms on which cover may be offered, we may obtain information about you from credit reference agencies to check your credit status and identity. The agencies will record our enquiries. This will not affect your credit standing.

Fraud prevention and detection

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone whose data has been supplied to us in connection with your policy.

To prevent and detect fraud we may at any time:

Share information with other organisations and public bodies including the police although we only do so in compliance with the Data Protection Act 1998.

Check and/or file details with fraud prevention agencies and databases and if we are given false or inaccurate information and we identify fraud, we will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries 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; or
- check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud, money laundering and terrorist financing, for example when:

- checking applications for, and managing credit and other facilities and recovering debt;
- checking insurance proposals and claims;
- checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact us at the address below. The agencies may charge a fee.

If you would like a copy of the information we hold about you, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BRI IDP quoting your reference. A fee may be payable.

Important information

How to notify us of a breakdown

In the event of a breakdown whilst travelling within the UK, please telephone **0800 051 0199**.

If you break down whilst travelling in Europe, please call **+44 (0) 113 390 5300**.

Your right to cancel

If this cover does not meet your requirements, please return all your documents to the address shown on your Schedule within 14 days of receipt. We will return any premium paid in full provided no call outs have been made during that time.

How to complain

Should there ever be an occasion where you need to complain, simply give us a call. If you have a complaint relating to the provision of service, please call our Customer Relations Team on **0870 600 0256**.

For all other complaints, please call us on **0845 246 8833**.

If you wish to write then please address your letter as follows:

- complaints relating to the provision of service should be addressed to the Customer Support Manager, PO Box 300, Leeds, LS99 3EF.
- all other complaints should be addressed to the Head of Sales and Customer Service at the address shown on your Schedule.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS).

The address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone **0845 080 1800**.

Details about our regulator

U K Insurance Limited are authorised and regulated by the Financial Services Authority. You can visit the Financial Services Authority website, which includes a register of all regulated firms, at www.fsa.gov.uk. Or, you can contact them on **0300 500 5000**. The Financial Services Authority registration number for Direct Line Insurance plc is 202810.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, Insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk

Vehicle locating via mobile signal

If you use a mobile phone to request service under your policy we may, within half an hour of your call to us, use the mobile signal to help identify the location of the immobile vehicle. We will not use the signal for any other purpose.

Automatic renewals

If you have taken advantage of our automatic renewal service we will retain your payment details securely on our files so that we can take your premium at next renewal. Each year we will write to you in advance to remind you that this is happening.

Statement of Needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs.

Your consumer credit agreement

Your right to cancel your Consumer Credit Agreement

If you have chosen to pay by instalments you may cancel the Consumer Credit Agreement within 14 days of receipt. If you would like to cancel the Consumer Credit Agreement, please call us on **0845 246 8833** or write to us at the address shown on your documents. We will refund any premium paid in full provided that no call out has been made. The full premium is due if cover is cancelled by you and a call out has been made.

If you do not cancel the Consumer Credit Agreement within 14 days, you must continue to pay the instalments for your breakdown cover otherwise we will cancel your cover and terminate the Consumer Credit Agreement.

Please note that if you cancel your Consumer Credit Agreement, you have the option to continue your breakdown cover as long as you pay the full premium. Otherwise, your breakdown cover will also be cancelled.

Other Important Information about your Consumer Credit Agreement

If you have a complaint relating to your Consumer Credit Agreement you should refer to the “How to complain” section on page 25 of this booklet.

You may terminate your Consumer Credit Agreement at any time. However, if you wish to continue your cover then the outstanding balance must be settled in full. If you decide to cancel your breakdown cover then all cover will cease from the due date.

We may terminate your Consumer Credit Agreement if you fail to pay any instalment by the due date. For full details please see your Consumer Credit Agreement.

It is possible that other taxes or costs not imposed by us or paid through us may apply to your Consumer Credit Agreement.

English Law will apply to your Consumer Credit Agreement and it is subject to the jurisdiction of the English courts. We have supplied your Consumer Credit Agreement and other information in English and will continue to communicate with you in English.

Emergency Breakdown number:
Breakdown Cover Priority Line:

0800 051 0199
0845 246 8833



Commercial
vehicle insurance **0845 605 9320**



Landlord insurance **0845 605 9319**



Tradesman insurance **0845 604 2272**



Business insurance **0845 303 1573**



Shop insurance **0845 303 1619**



Home insurance **0845 246 0104**



Car insurance **0845 246 5246**



Home Response 24 **0845 246 9203**



Breakdown cover **0845 246 8378**



Pet insurance **0845 246 8246**



Life insurance **0845 246 0335**



Travel insurance **0845 246 8738**



Critical illness **0845 246 8249**

Or buy online at **directline.com**

24-hour accident recovery:

0800 269 015

Traffic news (calls cost 60p a minute):

60010

Direct Line shall also be happy to send you any of our brochures, letters or statements in Braille, large print or audio, upon request.

Direct Line insurance policies are underwritten by U K Insurance Limited, The Wharf, Neville Street, Leeds LS1 4AZ. Company No. 1179980. Life and Critical Illness Insurance is provided by Direct Line Life Insurance Company Limited. U K Insurance and Direct Line Life Insurance Company Limited are authorised and regulated by the Financial Services Authority. Home Response 24 insurance is not available in Northern Ireland. Calls may be recorded.

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Green Flag 

V904 1211



direct line