

Lexelle Motor Breakdown
Contract Number: FC/LEXELLE/2007/UKRR
Roadside UK Motor Breakdown Policy

In the event of a Breakdown call: 0800 389 5150

Thank you for taking out a Lexelle policy underwritten and administered through First Call Assistance.

To make sure you get the most from your cover, please take time to read the policy, which explains the contract between you and the Insurers. If you have any questions or would like more information, please contact First Call on 08702 406737.

In the event of a breakdown

Call our emergency helpline on: - **0800 389 5150**

Please provide the operator with the following information:

- **Your name**
- **Policy number**
- **Make, model & registration of vehicle**
- **Exact location of vehicle**
- **Nature of breakdown**

We will then arrange for one of our recovery operators to attend the location given, as quickly as possible. During the period of cover you are entitled to contact us up to a maximum of 6 times for breakdown assistance, your policy will then become cancelled after the sixth callout with no refund of premium being allowable.

Our helpline is available 24 hour's a day 365 days a year

Your cover

The vehicle is covered for call out charges (£40 excess applies at home address) and up to 1 hour's labour charges at the scene of your breakdown where your vehicle is rendered immobilised within the Territorial Limits stated in this policy.

Change of vehicle

You are only covered for the vehicle registered at inception of membership unless you have previously notified us of a change of vehicle 48 hour's prior to a breakdown. No temporary changes of vehicle are permitted.

Change of address

Assistance at your home is only covered at the address registered at inception. (£40.00 excess applies) If you change address, please notify us immediately.

Period of cover

The policy is for the period as stated in the schedule.

Please note - our recovery operators are unable to work on unattended vehicles.

Summary of cover

- Up to 1 hour's roadside assistance
- Roadside repairs
- Assistance at your home (£40.00 excess applies)
- Onward destination service
- Cover for any driver whilst using the vehicle insured; provide the person has received permission from you first
- Cars, vans, and motorcycles up to 3.5 tonnes
- If your vehicle breaks down, we will also recover any caravan or trailer (up to 7.6 metres / 25 feet in length) attached to your vehicle at the scene of the breakdown.

- Up to a maximum of 6 call outs a year
- Wheel changes (provided member has a serviceable spare tyre, wheel and appropriate wheel nuts for spare if different and are able to provide a manufactures key to remove any locking wheel nuts)

What is not covered

- Any claim arising in or before the first 48 hours from date of inception
- Labour charges for roadside assistance in excess of one hour
- The first £40.00 of any claim for assistance at or within 1 mile of your home address
- Cost of replacement parts or materials used in the repair
- Toll charges, ferry charges, parking charges or traffic congestion charges
- Storage charges incurred during or after the use of our services
- More than 6 call outs during the period of cover
- Running out of fuel or any fault occurring from running out of fuel, wrong fuel in vehicle, loss of keys/fobs, damaged keys/fobs, broken glass
- Vehicles immersed in mud, snow, sand or water or any fault occurring from contact of mud, snow sand or water
- Keys locked in vehicle

Definitions

We, us, our

First Call GB Ltd, Wellington House, 90-92 Butt Rd, Colchester, Essex. CO3 3DA.

You, Your

The person who has taken out the policy.

Vehicle

The vehicle declared to us.

Territorial limit

Sub section A The United Kingdom including Northern Ireland, the Isle of Man and the Channel Islands.

Breakdown

Breakdown means an electrical or mechanical failure or a road traffic accident or damage caused by vandalism, fire, theft or attempted theft which renders the vehicle immobilised.

Claim

Any cost incurred by First Call GB Ltd.

Terms and conditions and eligibility of cover

1. You or the driver must abide by the terms and conditions of this policy.
2. The vehicle must be maintained at all times in a roadworthy condition and be regularly serviced according to the manufacturer's recommendations.
3. First Call Motor Breakdown only covers the vehicle registered, not the driver.
4. Cars, vans, and motorcycles are only eligible up to a maximum 3.5 tonnes gross weight, 5.5 metres (18 feet) in length, 2.3 metres (7 foot 6 inches) wide.(Policy excludes vehicles with living accommodation).
5. Any caravan or trailer attached to the vehicle at the time of the breakdown must be within a maximum of 7.6 metres (25 feet) in length.
6. We reserve the right to cancel this policy at any time, by giving you 14 days notice in writing to your last known address and a pro rata refund will be allowable to you if no claims have been made (less an administration fee).
7. You can cancel this policy within 14 days of inception providing no claims have been made and receive a refund of premium (less an administration fee). No refund of premium will be made after this period. Once cancelled the policy cannot be reinstated.

Sub-section A: 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 (excluding the first £40.00 of any claim occurring at or within 1 mile of home address).
- B** If repairs cannot successfully be carried out at the scene of the breakdown then we will pay the cost of recovery of the vehicle, driver and up to 4 passengers to the nearest suitable garage able to affect a repair or recovery to your onward destination or home address, whichever is nearer.
- C** If repairs cannot be carried out by a garage within an agreed reasonable period, then we will offer you one of the following options: -
 - (i) The cost of alternative road or rail travel for the driver and up to 4 passengers from the scene of the breakdown to one destination within the Territorial Limits stated in this policy, plus a return journey for one person to collect the vehicle upon completion of repairs.
 - (ii) The cost of one night accommodation (excluding food and drink) in the vicinity of the breakdown for the driver and up to 4 passengers up to a maximum of £40.00 per person, subject to a maximum overall of £200.00 per claim.
 - (iii) The recovery of the vehicle, the driver and up to 4 passengers to any one destination within the territorial limits under Sub Section A.
 - (iv) The cost of suitable car hire for two 24 hour periods up to a maximum of £100.00 per claim. The maximum payable for any claim from any one breakdown is £2,000 or the current market value of the vehicle in its present condition, whichever is lower.

Important Notes

1. We will always decide on the best possible way of offering assistance, after taking into account each individual circumstance.
2. We do not accept any responsibility for the transportation of pet animals or livestock within the vehicle at the time of the breakdown
3. A garage, mechanic or recovery operator undertaking repair work on your instruction will be acting as your agent for such repair work.
4. If requested, you must provide evidence of servicing of your vehicle.
5. This document is subject to English law unless otherwise agreed in writing by the insurers.

General exclusion

The insurers will not cover the following: -

1. Vehicles that have not been regularly serviced or breakdown as a result of inadequate repair, unsuccessful DIY or any recurring 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.
2. Vehicles being used or have been modified for motor racing, rallies and speed or endurance tests. Hire or reward (including courtesy vehicles) or over 3.5 tonnes gross laden weight. Mechanically modified vehicles or vehicles requiring specialist repairers.
3. Any liability or consequential loss arising from any act performed in the execution of the Breakdown services provided.
4. Vehicles not in a roadworthy condition immediately prior to any breakdown.
5. Claims arising from loss or damage to contents of or within your vehicle.
6. Vehicles immersed in mud, snow, sand or water or any fault occurring from contact of mud, snow sand or water.
7. Any vehicle with living accommodation.
8. Any claim recoverable from any other insurance policy.
9. Any fines or penalties imposed by courts.
10. Any charges incurred prior to notification of Breakdown and/or our approved repairer attending.
11. The cost of any parts, components, lubricants or materials, food, drinks, telephone calls, petrol, oil or any other incidental expenses.

12. Any claim where First Call Motor Breakdown has not been notified at least 48 hours previously of a change of vehicle.
13. Any charges incurred resulting from you breaking down in a location where rescuing the vehicle would be unlawful.
14. Any cost of specialist recovery equipment or service charges needed (as defined by the recovery operator).
15. The first £40.00 of any claim for assistance at home.
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. Any claims for private hire vehicles, i.e. taxis.
20. Breakdowns caused by your vehicle running out of fuel or where assistance cannot be effected because the vehicle does not have a serviceable tyre and spare wheel.
21. Claims directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; war, invasion, terrorism, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Complaints procedure

Our aim is to try to provide a first class service to you at all times, however we do recognise that sometimes problems do occur. Should you ever have cause to complain then in the first instance please write to: -

The Managing Director (Administrator)
First Call GB Ltd.
Wellington House,
90-92 Butt Road,
Colchester, Essex, CO3 3DA

If the matter still remains unresolved thereafter you can then write to: -
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London, E14 9SR
Quoting "First Call GB Ltd" as reference.
Please quote your policy number in all correspondence.

Data Protection

The data supplied by you will only be used by us and carefully selected associated companies for related products and services as well as the purposes of processing your policy of insurance, including underwriting, administration, and handling any claim which may arise. The data supplied will not be passed to any other parties other than those, which we have mentioned hereon.

It is important that the data you have supplied is kept up to date. You should therefore notify us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data, which we are holding about you. If you wish to make such an inspection, or you do not wish to receive information on related products and services, you should contact The Administrator, First Call GB Ltd, Wellington House, 90-92 Butt Road, Colchester, Essex, CO3 3DA.

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.