



breakdown

goVIVID

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Welcome to Breakdown Cover by GoVivid

Thank **You** for choosing Breakdown Cover by GoVivid, this insurance policy is a contract and in return for **Your Premium, We** will indemnify **You** in the event of an insured event occurring in accordance with the terms of this **Policy** document and **Policy Schedule**.

This **Policy** document, **Your** Demands and Needs Statement and **Your Policy Schedule** should be read together as one document. Please keep these documents together in a safe place.

It is important **You** read them carefully to make sure they meet **Your** needs. Please also check **Your Policy Schedule** carefully to make sure the information **You** have provided is correct.

You must tell the **Administrator** if this information is wrong, or if it changes. **Our** decision to pay a **Claim** or keep the **Policy** in force may be affected if **You** accidentally or knowingly make a misrepresentation, so please take reasonable care when answering the questions required to obtain a quotation and take out cover.

If any of the information the **Administrator** has recorded is incorrect, or if **You** have any questions about this insurance **Policy**, please contact the **Administrator**.

Contact Information

How do You want help?	Who to Contact	Contact Details
I have a general query about my policy.	Administrator	Telephone: 02031787776 Email: admin@govivid.co.uk
I wish to make a claim.	Claims Handler	Telephone: 02031787776 Email: support@emergencyassistltd.co.uk

How to make a Claim

If **You** have **Broken Down** and wish to make a **Claim** then please call the **Claims Handler** on:-

For calls from the UK 02031787776

For calls from Europe +44 2031787776

For **Policyholders** or drivers who are deaf, please use the services of Relay UK. More information can be found on their website at www.relayuk.bt.com, or by downloading the Relay UK app.

The **Claims Handler** also recommends using What3Words to help them to pinpoint **Your** location. More information on What3Words can be found on this website [www.what3words.com].

The **Claims Handler** will need certain information if **You Breakdown**

- **Your** name and Breakdown insurance **Policy** number.
- The **Vehicle's** make, model and registration number.
- The exact location of the **Vehicle**, such as the road **You** are on, the nearest junction, identifiable landmark etc.
- What **You** suspect the nature of the fault is.
- The telephone number **You** are calling from.
- If **Your Breakdown** is as a result of a flat, punctured or blown tyre, the **Recovery Agent** will require **You** to have the locking wheel nut or key (where applicable).

Eligibility for Cover

To be eligible for cover, **You** must resident in the **UK**, and the **Vehicle** must: -

1. be a privately owned car, van or motor bike which is owned by **You** or is **Your** responsibility; and
2. be less than 21 years old from date of first registration to the **Start Date**; and
3. be registered in the **UK**; and
4. be maintained and serviced in line with the manufacturer's guidelines; and
5. have a current MOT certificate (where applicable), valid insurance and road tax; and
6. have a maximum gross weight no greater than 3.5 tonnes; and
7. be no longer than 6 metres in length; and
8. have a maximum width of 2.44 metres; and
9. not be used for any **Commercial Purpose**; and
10. not be a campervan or motorhome.

Important Information

1. Prior to travelling to **Europe** **You** must inform the **Administrator** at least 46 hours in advance of **Your** travel dates and intended country(s) of destination.
2. If **You** have purchased annual European cover, **Your Policy** allows **You** up to 90 days European cover with a maximum single **Trip** duration of 30 days. Any **Breakdown** that occurs after 30 continuous days in **Europe** will not be covered, If **You** have purchased a Single Trip European **Policy**, **Your Policy** allows cover for a maximum of 31 days.
3. **You** may be charged a fee of £125 if within the **UK** or £225 if **You** are in **Europe**, in the event:
 - a. **You** cancel **Your** recovery after initially calling the **Claims Handler**; or
 - b. **You** are not with the **Vehicle** when a **Recovery Agent** arrives; or
 - c. The **Vehicle** is not in an accessible location when **You** have informed the **Claims Handler** otherwise; or
 - d. No fault is found with the **Vehicle** upon inspection by a **Recovery Agent**; or
 - e. A **Recovery Agent** is unable to lawfully access the **Vehicle**, for example if the **Vehicle** is on private land, such as a campsite.
4. Any repair carried out by a **Recovery Agent** is deemed a **Temporary Repair**. The **Claims Handler** therefore insists that the **Vehicle** is taken to a garage immediately and any permanent repairs are made. The **Claims Handler** reserves the right to request evidence of any permanent repairs.
5. If **You** have purchased **Vehicle** Cover or Single Trip Cover, **You** are only covered for the **Vehicle** that is registered upon taking out the **Policy**, unless **You** have notified the **Administrator** of a change during the **Term** of the **Policy** and that change has been accepted by the **Administrator**.
6. If **You** have purchased Personal Cover, **You** and the person(s) stated on the **Policy Schedule** are covered in any eligible **Vehicle**.
7. **You** may change the **Vehicle** on **Your Policy** up to 4 times during the **Term**, however, temporary changes of the **Vehicle** are not permitted within this **Policy**.
8. If a change of the **Vehicle** takes place during the **Term** of the **Policy**, the **Waiting Period** will apply from the date the change takes effect, meaning there will be a period of 46 hours before **You**, or anyone driving the **Vehicle**, is able to make a **Claim** on this **Policy**.
9. If any of **Your** details change during the **Term** of the **Policy**, such as **Your** address or **Vehicle** registration, please notify the **Administrator** immediately.
10. In the event of a **Breakdown**, a message forwarding service is available where the **Claims Handler** can contact someone on **Your** behalf to inform them of **Your** situation should **You** wish.

IMPORTANT – Breakdowns on a motorway in Europe

On motorways, always use the emergency telephones as these pinpoint **Your** exact location. The police may arrange for **Your** recovery from the motorway. In this case, contact the **Claims Handler** when **You** reach an ordinary phone or use a mobile. The **Claims Handler** will assist **You** from the location where the authorised recovery services have taken **You** to.

Policy Conditions

The following conditions apply to **Your Policy**. Please note, if **You** do not satisfy the below **Policy** conditions, it may result in the **Recovery Agent** being unable to attend to a **Breakdown** and the **Administrator** may cancel **Your Policy**.

1. The **Vehicle** must be maintained to a good state of mechanical and electrical repair and must be in a **Roadworthy Condition**.
2. The **Vehicle** must have been maintained and serviced in line with the manufacturer's guidelines and have a current MOT certificate (where applicable), valid insurance and road tax.
3. **We** do not accept any liability for any pets, animals or livestock within the **Vehicle** at the point of **Breakdown** or during any subsequent recovery (where applicable). If **You** are travelling with a pet, **You** must inform the **Claims Handler** prior to any recovery.
4. If requested, **You** must provide **Your Vehicle**'s valid MOT test certificate (where applicable), proof of service history and/or receipts/invoices for any work that has been undertaken that may relate to the nature of the **Breakdown**.
5. Any **Breakdown** as a result of inadequate repair, unsuccessful DIY or any previous **Breakdown** the **Recovery Agent** has attended where the fault may be the same, related or similar, and where no remedial action has been taken to correct the fault, shall be attended on a **Paid Basis** only.
6. Any **Breakdown** for a fault that the **Recovery Agent** has attended previously and where a repair may not have been undertaken to rectify the original cause of the **Breakdown** will be attended, if possible, on a **Paid Basis** only. If the **Claims Handler** provides a **Paid Basis** recovery service in this instance and **You** are subsequently able to provide evidence that the original **Breakdown** cause had been satisfactorily repaired, or it is established that the **Breakdown** cause is unrelated, the **Claims Handler** will reimburse the cost under the terms of this **Policy**.
7. Attendance by a **Recovery Agent** cannot be used as a reason by **You** or any other driver of the **Vehicle** to avoid the cost of repairing or recovering it.
8. The **Administrator** reserves the right to refuse, and/or cancel a **Policy** if anyone behaves inappropriately towards any of their employees or representatives, including but not limited to, acting in a threatening or abusive manner, whether physically or verbally.
9. If anyone deliberately misleads or omits to tell the **Claims Handler** important details or facts about a **Breakdown** in order to obtain assistance, the **Recovery Agent** will not attend a **Breakdown** and **We** may cancel the **Policy**. If in doing so results in the **Recovery Agent** attending a **Breakdown** where they otherwise would not have, **You** will be retrospectively charged for the attendance.

The **Claims Handler** will always decide on the best possible way of offering assistance after taking into account individual circumstances. If the assistance they offer does not suit **Your** requirements, then **You** may request alternative assistance on a **Paid Basis**.

Meaning of Words

Within this **Policy** certain words have a special or specific meaning. These words will appear in bold in this **Policy**.

Accident

An accident means a sudden, unexpected event involving the **Vehicle** on a public highway or other permissible road, which results in the **Vehicle** being immobilised or unsafe to drive.

For the purposes of this policy, an accident does not include any incident arising where the driver was operating the **Vehicle** without due care and attention, or in a reckless or negligent manner.

Administrator

Vivid Uw Ltd, trading as GoVivid. Vivid Uw Ltd are an appointed representative of Iris Insurance Broker Limited and are regulated by the Financial Conduct Authority, Firm registration number 1025234.

Breakdown / Broken Down

Where the **Vehicle** is immobile and has ceased to function as a result of:

- an electrical or mechanical failure; or
- (within the **UK** only) **Misfuelling** or running out of fuel or electrical charge; or
- the failure of the **Vehicle's** battery; or
- a flat, blown or punctured tyre; or
- an **Accident**.

Breakdown does not include where the cause is as a result of:

- fire or flood; or
- any theft or act of vandalism; or
- not being able to gain access to the **Vehicle**; or
- not being able to start the **Vehicle** due to the loss or damage of keys or device used to gain access to the **Vehicle** or their failure to function.
- failure of a component (e.g. heating or air condition system) does not constitute a **Breakdown** unless it results in the **Vehicle** ceasing to function.
- the illumination of any of the **Vehicle's** warning lights will only constitute a **Breakdown** if the manufacturer's handbook confirms that immediate attention is required, and the **Vehicle** should not be driven. In all other cases, **You** need to make **Your** way to a place of repair, and any **Breakdown** cover within this **Policy** will not apply.

Caravan / Trailer,

Any caravan or trailer, that:

- has a maximum gross weight no greater than 3.5 tonnes, and
- is no longer than 7 metres (23 feet) in length, excluding draw bar and coupling; and
- has a maximum width of 2.44 metres (8 feet).

Claim

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

Claims Handler

Emergency Assist Limited, Exchange Square, Wisbech, Cambridgeshire, PE13 1EF.

Commercial Purpose

This means where a **Vehicle** is used for hire and reward purposes, such as taxi's, rental cars, courier or delivery services.

Excess

The excess amount shown in **Your Policy Schedule** that **You** must pay for each **Claim** before a **Recovery Agent** attends the **Breakdown**.

Europe

For the purpose of this **Policy** Europe consists of: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland.

Start Date

The date **Your Policy** starts as stated on **Your Policy Schedule**.

Market Value

A reasonably determined value for **Your Vehicle**, using recognised industry data, based upon, but not limited to, vehicles of an equivalent age, make, model and mileage.

Misfuel / Misfuelled / Misfuelling

Instances where the **Vehicle** has been fuelled with an incorrect fuel type (e.g.by putting diesel in a petrol **Vehicle** or petrol in a diesel **Vehicle**). Please note this is only covered in the **UK**.

National Recovery

If **Your Vehicle** cannot be repaired within the same working day, the **Claims Handler** will arrange to transport **Your Vehicle, You** and up to 4 passengers to one destination within the **UK** subject to the terms of **Your Policy**.

Paid Basis

Assistance that **You** will have to pay for separately outside of the terms of this **Policy** because the circumstances aren't covered under **Your Policy**. Assistance on this basis constitutes a separate agreement outside of this **Policy**.

Policy

The terms and conditions contained in this document, along with **Your Policy Schedule**, all of which forms the basis of the agreement between **Us** and **You**.

Policyholder

The person named on the **Policy Schedule**.

Policy Schedule

The document containing **Your** name, address, **Vehicle** details, the **Term** of cover and other important information which must be read in conjunction with the **Policy**.

Premium

The amount **You** pay for the **Policy**. This is shown on **Your Policy Schedule**.

Recovery Agent

Any person appointed or instructed by the **Claims Handler** to provide **Breakdown** assistance services on their behalf.

Roadworthy Condition

The **Vehicle** has been driven regularly within the last 30 days and maintained and serviced in line with the manufacturer's guidelines, this means **Your Vehicle** holds a current MOT certificate (where applicable), valid insurance, road tax and there are no known faults with the **Vehicle**.

Temporary Repair

A repair undertaken at the roadside by a **Recovery Agent** that will allow the **Vehicle** to be driven safely but which will still need additional investigation or work to prevent a further **Breakdown**.

Term

The duration of this **Policy**, which is for the period of time between the **Start Date** and expiry date, as stated on **Your Policy Schedule**.

Trip

A journey abroad in **Your Vehicle** to the countries of **Europe**, commencing and ending in the **UK** which does not exceed 30 consecutive days (or 31 days for a Single Trip Policy).

UK

England, Scotland, Wales and Northern Ireland.

Vehicle

The vehicle which **We** have agreed to cover and which is shown on **Your Policy Schedule** as being covered under this **Policy** or if **You** have selected the Personal Cover, the **Vehicle** that **You** are driving at the time of **Breakdown**.

Waiting Period

A period of 46 hours from the **Start Date** during which **You**, or anyone driving the **Vehicle**, are not permitted to make a **Claim** on this **Policy**. If a change of **Vehicle** takes place, a further waiting period will apply from the date the change takes effect.

We / Us / Our

Fortegra Insurance UK Limited. Registered in England, No. 15182608. Registered Office: 20 Fenchurch Street, 5th Floor, London, England, EC3M 3BY. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 1007149.

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Annual reports on our solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

You / Your

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

Policy Types

The policy type will be stated on **Your Policy Schedule**.

Vehicle Cover	Following a Breakdown , the Claims Handler will provide assistance in accordance with the terms of this Policy for Your Vehicle subject to the terms of this Policy . Should any Vehicle be acquired during the Policy Term for which cover under this Policy is required You must inform the Administrator immediately.
Personal Cover	Following a Breakdown , the Claims Handler will provide assistance in accordance with the terms of this Policy to the Policyholder or any named person stated in the Policy Schedule whilst they are the driver or passenger of any Vehicle .
European Annual or Single Trip Cover	The Claims Handler will provide You with assistance in the UK and Europe for the Term stated on Your Policy Schedule .

Your Cover Level

Your selected cover level will be detailed on **Your Policy Schedule**.

Benefit	Cover Levels				
	Local Cover	Local & Home Cover	National Cover	National & Home Cover	European Cover
Local Cover	✓	✓	✓	✓	✓
Misfuel (within UK only)	✓	✓	✓	✓	✓
National Recovery	x	x	✓	✓	✓
Onward travel	x	x	✓	✓	✓
Emergency overnight accommodation	x	x	✓	✓	✓
Home Cover	x	✓	x	✓	✓
Excess	Optional	Optional	Optional	Optional	Optional
European Cover	x	x	x	x	✓
Trailer & Caravan	✓	✓	✓	✓	✓

You are permitted to make an unlimited number of **Claims** during the **Term** of this **Policy** in relation to the cover level **You** have selected. The maximum amount payable for any **Claim** from any one **Breakdown**, including any reimbursement costs, is £2,000, or the current **Market Value** of the **Vehicle**, whichever is lower.

The **Claims Handler** will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.

Local Cover

Local cover includes labour time of up to and including one hour for roadside and/or recovery within a 25 mile radius of the **Breakdown** location.

What is covered

If **Your Vehicle** has **Broken Down** within the **UK**, more than 1 mile from **Your** home, the **Claims Handler** will instruct a **Recovery Agent** to:

1. attend the scene of the **Breakdown** and where possible carry out a **Temporary Repair** to **Your Vehicle**. If a **Temporary Repair** is not possible, the **Claims Handler** will also arrange for **You, Your Vehicle** and up to four passengers to be taken to the nearest suitable garage or chosen location within a 25 mile radius of the **Breakdown** location.
2. if it is clear when **You** call the **Claims Handler** that a **Temporary Repair** will not be possible at the roadside, they will instead arrange to recover **You, Your Vehicle** and up to four passengers to the nearest suitable garage or chosen location within a 25 mile radius of the **Breakdown** location.

Please note that determining the best course of action will depend upon a number of factors, including the time of day, type of repair required, number of passengers, **Your** location and the safety of **You, Your** passengers and the **Recovery Agent**.

In the event that the **Breakdown** is as a result of a flat, blown or punctured tyre, the following will apply:

- a) If **You** have an accessible and serviceable spare, or space saver wheel, along with any relevant locking wheel nut key (where applicable), a **Recovery Agent** will change the wheel.
- b) If neither the relevant locking wheel nut key is present or an accessible and serviceable spare, or space saver wheel, then the **Claims Handler** shall source a mobile tyre fitter (where available) to attend. The call out charge of this shall be covered within **Your Policy** up to a maximum of £40 inc. VAT, but the cost of any parts or tyre(s) required will be at **Your** cost.
- c) Where a mobile tyre fitter is unable to be sourced, the **Recovery Agent** shall recover **Your Vehicle** to the nearest garage able to effect a repair. This is where assistance under this **Policy** will end.

What is not covered

1. Labour charges in excess of one hour of the **Recovery Agent** arriving at the scene of the **Breakdown**.
2. A **Breakdown** which occurs outside of the **UK**.
3. The exclusions detailed within the General Exclusions section of this **Policy** also apply.

National Cover

National Cover includes all the benefits of local cover, along with additional benefit options should it not be possible to complete repair to **Your Vehicle** the same day.

What is covered

In the event repairs to **Your Vehicle** cannot be carried out the same day, **You** will be covered for either;

1. Recovery for **You, Your Vehicle** and up to four passengers to **Your** home address or chosen location; Or
2. Onward Travel as explained in the Onward Travel section of this **Policy Wording**.

What is not covered

1. A **Breakdown** that occurs outside of the **UK**.
2. The exclusions detailed within the General Exclusions section of this **Policy** also apply.

Please Note: In the event the attending **Recovery Agent** is unable to transport **You** or any passengers within the recovery vehicle, **You** are able to arrange **Your** own alternative travel arrangements, subject to the **Policy** limits as set out in the 'Onward Travel in the UK' section of this document. In the instance of opting for taxi transportation however, in the event of a **Recovery Agent** not being able to transport **You** or any passengers, the maximum amount the **Administrator** would reimburse is £40 inc. VAT.

Home Cover

Home Cover includes assistance if **Your Vehicle** should **Breakdown** at home or within one (1) mile of **Your** home.

What is covered

If **Your Vehicle** has **Broken Down** within the **UK**, and is within 1 mile of **Your** home the **Claims Handler** will instruct a **Recovery Agent** to;

1. Attend the scene of the **Breakdown** and where possible carry out a **Temporary Repair**, and/or,
2. Recover the **Vehicle** to a suitable garage. The garage maybe chosen by **You** however must be within a 25 mile radius of the site of the **Breakdown**.

In the event that the **Breakdown** is as a result of a flat, blown or punctured tyre the following will apply:

- a. If **You** have an accessible and serviceable spare, or space saver wheel, along with any relevant locking wheel nut key (where applicable), a **Recovery Agent** will change the wheel.
- b. If neither the relevant locking wheel nut key is present or an accessible and serviceable spare, or space saver wheel, then the **Claims Handler** shall source a mobile tyre fitter (where available) to attend. The call out charge of this shall be covered within **Your Policy** up to a maximum of £40 inc. VAT, but the cost of any parts or tyre(s) required will be at **Your** cost.
- c. Where a mobile tyre fitter is unable to be sourced, the **Recovery Agent** shall recover **Your Vehicle** to the nearest garage able to effect a repair. This is where assistance under this **Policy** will end.

What is not covered

1. Labour charges in excess of one hour of the **Recovery Agent** arriving at the scene of the **Breakdown**.
2. A **Breakdown** which occurs outside of the **UK**.
3. The exclusions detailed within the General Exclusions section of this **Policy** also apply.

Onward Travel

If **You** have selected, **National, National & Home** or **European Cover** then **You** are covered for Onward Travel which includes alternative transport or overnight accommodation in addition to **National Recovery**.

What is covered

In the event that **Your Vehicle** is recovered to a suitable garage and repairs cannot be carried out on the same calendar day, then, provided the services were requested at the same time as the **Breakdown**, **You** will be covered for either:

1. The cost of alternative second class rail travel (or the equivalent road travel) for **You** and up to 4 passengers to one destination within the **UK**. This will also include a return journey for one person to collect the **Vehicle** upon completion of repairs; OR
2. If the **Breakdown** occurred more than 25 miles from **Your** home, the **Administrator** will reimburse **You** the cost of one night's hotel accommodation, excluding all food and drink, for **You** and up to 4 passengers. This is limited to a maximum of £40 inc. VAT per person or £200 inc. VAT for all persons; OR
3. The cost of a suitable self-drive hire car for up to 72 hours, up to a maximum of £250 inc. VAT to allow **You** to complete **Your** journey.
4. The cost of a taxi fare to transport **You** and any passengers up to a maximum of £40 inc. VAT per person, subject to the total being reimbursed being no greater than that of the total taxi fare.
5. The recovery of **Your Vehicle** and up to four passengers to **Your** home address or a chosen location

Important:

The **Claims Handler** will determine the most appropriate onward travel solution. The decision of the **Claims Handler** is based on a number of factors such as location, **Vehicle's** fault and **Recovery Agent** availability including relay requirements. Each of the available options is on a reimbursement basis only and will not be paid for in advance. Receipts and/or invoices can be sent to the **Claims Handler** at support@emergencyassistltd.co.uk.

What is not covered

1. Any hire car where **You** do not comply with the usual terms and conditions of the hire car company.
2. The **Administrator** will not cover the cost of;
 - delivery or collection of the hire car including the cost of any fuel in doing so;
 - any fuel consumed by **You** or any other driver during the period of hire.
 - any insurance excess payable under insurance for the replacement car.
3. Any costs which would have been incurred in the course of a journey if the **Breakdown** had not occurred.
4. Fines, parking charges, tolls and any congestion charges arising from the use of a hire car
5. The **Claims Handler** will not supply a hire car of any specific make, model or type, or specially adapted **Vehicles** or those with a tow bar.
6. The **Claims Handler** will not cover the cost of any food and/or drink incurred by **You** or any other driver or any passengers.
7. The exclusions detailed within the General Exclusions section of this **Policy** also apply.

European Cover

European cover includes assistance if **Your Vehicle** should **Breakdown** during a **Trip** in **Europe**.

For annual European Cover, **You** are covered for up to 90 days of travel within **Europe** with no single **Trip** exceeding 30 days (or 31 days for a Single **Trip** Policy).

What is covered

If **Your Vehicle** has **Broken Down** during a **Trip** within **Europe**, **We** will instruct a **Recovery Agent** to attend the scene of the **Breakdown** and where possible carry out a **Temporary Repair** to **Your Vehicle**. If a **Temporary Repair** is not possible, **We** will also arrange for **You, Your Vehicle** and up to four passengers to be taken to the nearest suitable garage.

If it is clear when **You** call the **Claims Handler** that a **Temporary Repair** will not be possible at the roadside, they will instead arrange to recover **You, Your Vehicle** and up to four passengers to the nearest suitable garage straight away.

This decision will be based on a number of factors including the time of day, type of repair required, number of passengers, **Your** location and the safety of **You, Your** passengers and **Our Recovery Agent**.

In the event that the **Breakdown** is as a result of a flat, blown or punctured tyre, the following will apply:

1. If **You** have an accessible and serviceable spare, or space saver wheel, along with any relevant locking wheel nut key (where applicable), a **Recovery Agent** will change the wheel.
2. If neither the relevant locking wheel nut key is present or an accessible and serviceable spare, or space saver wheel, then the **Claims Handler** shall source a mobile tyre fitter (where available) to attend. The call out charge of this shall be covered within **Your Policy**, but the cost of any parts or tyre(s) required will be at **Your** cost.
3. Where a mobile tyre fitter is unable to be sourced, the **Recovery Agent** shall recover **Your Vehicle** to the nearest garage able to effect a repair. This is where assistance under this **Policy** will end.

What is not covered

1. Any **Breakdown** which occurs more than 30 days after the start of a **Trip** (or 31 days for a Single **Trip** Policy), or more than 90 days of cover in **Europe** in any **Term** of this **Policy**.
2. Labour charges in excess of one hour of the **Recovery Agent** arriving at the scene of the **Breakdown**.
3. The exclusions detailed within the General Exclusions section of this **Policy** also apply.

Onward Travel in Europe

Onward Travel in **Europe** includes alternative transport or overnight accommodation whilst travelling in **Europe**.

What is covered

In the event that **Your Vehicle** is recovered to a suitable garage and repairs cannot be carried out on the same calendar day, then, provided services were requested at the same time as the **Breakdown**, the **Administrator** will pay for one of the following;

1. The cost of alternative second-class rail travel (or the equivalent road travel) for **You** and up to 4 passengers to one destination within **Europe**. This will also include a return journey for one person to collect the **Vehicle** upon completion of repairs. This is limited to a maximum of £40 inc. VAT per person or £200 inc. VAT for all persons.
2. The cost of up to three night's hotel accommodation, excluding food and drink, for the driver and up to 4 passengers while **Your Vehicle** is being repaired. This is limited to a maximum of £40 inc. VAT per person or £600 inc. VAT for all persons.
3. The cost of a suitable hire car for up to 7 days while **Your Vehicle** is being repaired, up to a maximum rate of £50 inc. VAT per day (£350 inc. VAT in total).
4. In the event that the **Vehicle** cannot be repaired within 7 days the **Administrator** shall consider repatriating the **Vehicle** back to the **UK**. It is important to note that:
 - a. any repatriation is solely at the discretion of the **Administrator**.
 - b. the costs do not exceed the **Market Value** of **Your Vehicle** in its current state of repair.

Important:

The above options are subject to the **Claims Handlers** prior approval. Each of the available options is on a reimbursement basis only and will not be paid for in advance by the **Administrator**. Receipts and/or invoices can be sent to the **Claims Handler** at support@emergencyassistltd.co.uk.

What is not covered

1. Any onward transportation costs where there has not been a valid **Claim** made under the European Cover section of this **Policy**.
2. Any hire car where **You** do not comply with the usual terms and conditions of the hire car company.
3. The **Administrator** will not cover the cost of;
 - a. delivery or collection of the hire car including the cost of any fuel in doing so.
 - b. any fuel consumed by **You** or any other driver during the period of hire.
 - c. any insurance excess payable under insurance for the replacement car.
4. Any costs which would have been incurred in the course of a journey if the **Breakdown** had not occurred.
5. Fines, parking charges, tolls and any congestion charges arising from the use of a hire car.
6. The **Claims Handler** will not supply a hire car of any specific make, model or type, or specially adapted vehicles or those with a tow bar.
7. Any **Misfuelling** which occurs outside the **UK**.
8. The exclusions detailed within the General Exclusions section of this **Policy** also apply.

Misfuel

Misfuel includes assistance in the event of a **Misfuelling** incident in the **UK**.

What is covered

If **Your Vehicle** is accidentally **Misfuelled**, the **Administrator** will pay on a reimbursement basis for the:

1. Draining of the fuel tank up to a maximum cost of £250 inc. VAT; and
2. 10 litres or £20 inc. VAT worth, whichever is lower, of the correct fuel type to replenish the fuel tank.

To arrange a reimbursement of costs incurred within this section of the **Policy**, please send an email with a copy of the invoice from attending agent to support@emergencyassistltd.co.uk.

If **You** have selected the £30 **Excess** on **Your Policy**, this will not apply to a **Misfuel Claim** including any roadside assistance or local recovery required as part of a **Misfuel Claim**.

What is not covered

1. Fuel, other than 10 litres or £20 inc. VAT worth of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel.
2. Any **Misfuelling** which occurs outside the **UK**.
3. Any **Claim** resulting from foreign matter entering the fuel system except for the intended fuel type.
4. The cost of onward transportation, hiring an alternative vehicle or overnight accommodation in the event of mechanical or component damage.
5. Any defect which is deemed NOT to be a direct result of **Misfuelling** or a defect which existed before the incident of **Misfuelling**.
6. Any reimbursement greater than £250 inc. VAT or the cost of services provided, whichever is lower.

General Exclusions

The following exclusions apply to all sections of **Your Policy**

1. Any **Claim** made within the **Waiting Period**.
2. If the **Vehicle** is not in a **Roadworthy Condition** at the time of **Breakdown**.
3. Any **Claim** for broken glass.
4. Any **Claim** resulting from the **Vehicle**'s lights, radio, chargers or any third party electronic devices being left on unintentionally, or otherwise, by anyone.
5. Any **Vehicle** that is being used, or has been modified for use, in motor racing, track day events, rallies, speed tests or endurance events.
6. Any **Vehicle** which requires specialist repairs as a result of modification of any kind unless previously agreed by the **Administrator**.
7. Any liability, consequential damage or consequential loss as a result of assistance being provided by a **Recovery Agent**.
8. Any **Claim** where this **Policy** is being used by the **Policyholder** or any other driver of the **Vehicle** to avoid the cost of repairing or recovering the **Vehicle**.
9. Any **Vehicle** which is already at a garage or other place of repair.
10. Any **Vehicle** which does not have a current MOT certificate (where applicable), valid insurance, road tax and proof of service history at the point of first notification of **Breakdown**.
11. Any **Claim** relating to a **Caravan/ Trailer Breakdown**. If **Your Vehicle Breaks Down** whilst towing a **Caravan/ Trailer**, the **Claims Handler** will also arrange for **Your Caravan /Trailer**, to be recovered to the same location as **Your Vehicle**.
12. Recovery of **Your Vehicle** to more than one destination including a second recovery or attendance by a **Recovery Agent** as the original destination was not able to accept **Your Vehicle** for any reason.
13. A garage or other place of repair undertaking work on **Your Vehicle** will be acting as an agent on **Your** behalf and as such **We** bear no responsibility or liability for any advice, work or action undertaken, or given, by them.
14. Any charges incurred by **You** prior to notification of **Breakdown** to the **Claims Handler**.
15. Any campervan or motorhome.
16. Where the **Administrator** can evidence that this **Policy** is being used by the **Policyholder** or any other driver of the **Vehicle** to avoid the cost of repairing or recovering the **Vehicle** or where a known fault existed with the **Vehicle** prior to the **Start Date**.
17. Any **Claim** where the **Vehicle** is immersed in mud, snow, sand or water. This also extends to any **Breakdown** as a result of contact with the above.
18. Any **Breakdown** as a result of a slipped chain on a motorcycle, moped, scooter or other chain driven **Vehicle**.
19. The cost of any parts, components, lubricants or materials required to repair **Your Vehicle**.
20. Any claim where the **Vehicle** is being used for **Commercial Purpose**.
21. The reimbursement of any charges for food, drink, telephone calls, fuel, oil or any other incidental expenses.
22. Any charges incurred by **You** where providing assistance under this **Policy** would be deemed unlawful.
23. Any **Breakdown** where **Your Vehicle** is not accessible when the **Claims Handler** has been informed otherwise.
24. The cost of any specialist recovery equipment required as a result of **Your Vehicle** being in an inaccessible location.
25. Recovery of **Your Vehicle** which cannot be undertaken in a safe and legal manner.
26. Any **Claim** for, or arising from, loss or damage to the contents of, or within, **Your Vehicle**.

27. Any toll, ferry, parking or traffic congestion charges incurred as a result of recovering **Your Vehicle**.
28. Any charges or costs incurred by **You** as a result of **You** deciding to scrap **Your Vehicle**.
29. The **Administrator** is not chargeable, or liable, as the result of a **Breakdown** for any financial loss **You** may incur, such as, but not limited to, loss of earnings, missed appointments, flights, trains or other pre-purchased transport tickets.
30. Any **Claim** where money is owed to the **Claims Handler** or **Administrator** under this **Policy**.
31. Assistance following a **Breakdown** or **Accident** attended by the police, highways agency or other emergency service, until the services concerned have authorised the **Vehicle's** removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by **You**.

Nature of Emergency Breakdown Cover

Recovery Agents are trained and equipped to undertake a **Temporary Repair** at the roadside where applicable and are not in a position to comment on the general roadworthiness or safety of the **Vehicle**, before, during or after a **Breakdown** or repair.

Furthermore, the completion of a **Temporary Repair** cannot be taken to signify, or in any way guarantee, the general roadworthiness of the **Vehicle** concerned and attention should always be sought from a garage or alternative place of repair.

Renewal of Your Policy

If **You** have single trip **European Cover** **You** won't be offered renewal. All the other cover levels are annual **Policies** and **We** can choose not to offer renewal. If **We** do offer renewal **Your Policy** will automatically renew each year, unless **You** have informed **Us** that **You** would like to cancel or **You** have opted out of automatic renewals. **We** will contact **You** no less than 21 days before **Your Policy** is due to renew to inform **You** of any changes to **Your Policy** with details of **Your** next year's premium. If **You** previously paid **Your Premium** by credit/debit card, the renewal premium will be collected from the original credit/debit card. **We** will assume at renewal that **Your** details haven't changed and **You** have the consent of the credit/debit card holder, unless **You** inform **Us** otherwise.

Cancelling Your Policy

You can cancel **Your Policy** within the first 14 days of the **Policy Start Date**, or upon receipt of these terms and conditions, whichever happens later. Unless **You** have made a **Claim** during this period, the **Administrator** shall refund **Your** premium in full, outside of this period no refund is available.

If **You** fail to satisfy the terms of **Your Policy**, the **Administrator** may choose to cancel **Your Policy** during the **Policy Term** by giving **You** 14 days written notice of cancellation to the last address **You** provided **Us** with.

Examples of when the **Administrator** might do this includes **You** not paying any amount when due, the **Administrator** discovering that **Your Vehicle** is no longer eligible for cover, etc. If **You** have made a **Claim** during the first 14 days or cancel **Your Policy** after this period, then there will be no refund of premium due to **You**.

What to do if You have a Complaint

If **Your** complaint is about the sale or administration of the **Policy**, or the **Policy** itself, please contact the **Administrator**:

- by email to admin@govivid.co.uk
- by telephone on 0203 1787776
- by writing to GoVivid, The Baxter Building, 80 Baxter Avenue, Southend-On-Sea, SS2 6HZ.

If **Your** complaint is about the handling of a **Claim**, please contact the **Claims Handler**:

- by email to complaints@emergencyassistltd.co.uk
- by telephone on 01945 586200; or
- by writing to Emergency Assist Limited, Complaints Department Emergency Assist Limited, Exchange Square Wisbech, Cambridgeshire. PE13 1EF

The **Administrator/Claims Handler** will acknowledge **Your** complaint promptly and will aim to resolve it within eight (8) weeks from first notification.

If the **Administrator/Claims Handler** cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why. In this case, or if **Your** complaint is not resolved to **Your** satisfaction, the **Policy Administrator/Claims Handler** will advise **You** of **Your** rights to refer **Your** complaint to The Financial Ombudsman Service, free of charge:

- by submitting **Your** complaint online – please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

IMPORTANT: The Financial Ombudsman Service will expect **You** to have followed the above procedure before they accept **Your** case.

Following this complaints procedure does not affect **Your** legal rights.

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, **We** cannot meet **Our** liabilities under this **Policy**. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the **Claim**.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk. The FSCS can be contacted:

- online by completing the form on the FSCS website www.fscs.org.uk/contact-us/; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/.

Sanctions

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any **Claim** or the provision of any benefit, where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Third Party Rights

Except where otherwise required by law, **You** and **We** have agreed that:

- it is not intended for any third party to this **Policy** to have the right to enforce the terms of this **Policy**; and
- **You** and **We** can rescind or vary the terms of this **Policy** without the consent of any third party to this **Policy** who might seek to assert that they have rights under this **Policy**.

Applicable Law

This **Policy** shall be subject to the law of England and Wales, unless **We** and **You** agree otherwise

Data Protection

Fortegra Insurance UK Limited (the Data Controller) is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which **We** process **Your** personal data.

How We Use Your Personal Data

We may use the personal data **We** hold about **You** for the purposes of performing **Your** contract of insurance, this includes providing insurance that **You** request of **Us** and administering the same; including handling **Claims** and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. **We** may collect and use special categories of data from **You** for the purpose of identifying vulnerable customer based on substantial public interest under Schedule 1(20) DPA 2018. **We** may also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal and regulatory obligations.

Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

International Transfers of Data

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

Your Rights

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

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiration of the **Policy**, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>. Alternatively, please contact The Data Protection Officer, Fortegra Insurance UK Ltd, 20 Fenchurch Street, 5th Floor, London, EC3M 3BY or via email at dpofficer@fortegra.eu

we've got you covered



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