



## COMMERCIAL Product

Taxi

Minibus (up to 16 seater)

Commercial (up to 7,500kg)

**MOMENTUM RESCUE**



# Momentum Rescue

## Contents:

Page

3	What to do if you breakdown
3	Home Assist, Roadside Assistance and Recovery
4	Alternative Travel and Emergency Overnight Accommodation
4	Caravans and Trailers
4	Keys locked in car
4	Message Service
4	General Notes
5	Definitions
6	Exclusions
8	General Conditions
9	Cancellation Rights

## What to do if You Breakdown

If Your Vehicle breaks down please call Our 24 hour Control Centre on: **01206 714396**

Please have the following information ready to give to Our Rescue Controller who will use this to validate Your policy: -

- Advise the Rescue Controller that You are a Momentum Rescue Breakdown Policy customer and provide Your policy number; and
- Your return telephone number with area code; and
- Your Vehicle registration; and
- The precise location of Your Vehicle (or as accurate as You are able in the circumstances).

Please note, if you have only recently taken out this cover, your details may not always reach Us before You require assistance. In this unlikely event, We will still be happy to provide assistance, but if Your cover cannot be validated then We will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If We receive confirmation that You have adequate cover the reserved funds will be released. If We receive confirmation that You do not have adequate cover We will take payment for any uninsured costs.

We will take Your details and ask You to remain by the telephone You are calling from. Once We have made all the arrangements We will contact You to advise who will be coming out to You and how long they are expected to take. If You have called from Your mobile phone it must therefore be switched on and available to take calls at all times. You will then be asked to return to Your Vehicle.

Please remember to guard Your safety at all times but remain with or nearby Your Vehicle until the Recovery Operator arrives. Once the Recovery Operator arrives at the scene please be guided by their safety advice.

If You are broken down on a motorway and have no means of contacting Us or are unaware of Your location, please use the nearest SOS box and advise the Emergency Services of Our telephone number, they will then contact Us to arrange assistance. If the Police or Highways Agency are present at the scene please advise them that You have contacted Us or give them Our telephone number to call Us on Your behalf.

Cover will be provided as detailed below for any Breakdown in accordance with the policy wording and the Momentum Rescue Breakdown Policy You have chosen. Cover will apply within the Territorial Limits.

### The following service is provided with all levels of cover:

#### Local Recovery and Roadside Assistance

If Your Vehicle suffers a Breakdown within the UK and more than a one mile radius/straight line from Your Home Address, We will send help to the scene of the Breakdown and arrange to pay call out fees and mileage charges needed to repair or assist with the Vehicle.

If, in the opinion of the Recovery Operator, they are unable to repair the Vehicle at the roadside We will assist in the following way: -

Either:

- Arrange and pay for Your Vehicle, You and up to 16 passengers to be recovered to the nearest garage which is able to undertake the repair.

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, We will arrange for Your Vehicle, You and up to 16 passengers to be transported to Your chosen destination up to 10 miles from the scene of the Breakdown.

Any recovery must take place at the same time as the initial call out otherwise You will have to pay for subsequent call out charges.

If Your Vehicle requires recovery, You must immediately inform Our Rescue Controller of the address You would like the Vehicle taken to. Once the Vehicle has been delivered to the nominated address, the Vehicle will be left at Your own risk.

## National Recovery and Roadside Assistance

If you have opted and paid for National Recovery and Roadside Assistance it includes the same benefits as Local Recovery, with the addition of Nationwide Recovery.

### Nationwide Recovery

If Your Vehicle cannot be repaired within the same working day in accordance with Local Recovery, We will arrange for Your Vehicle, You and up to 16 passengers to be transported to Your Home Address, or if You would prefer and it is closer, Your original destination within the UK

Any recovery must take place at the same time as the initial call out otherwise You will have to pay for subsequent call out charges.

If Your Vehicle requires recovery, You must immediately inform Our Rescue Controller of the address You would like the Vehicle taken to.

Once the Vehicle has been delivered to the nominated address, the Vehicle will be left at Your own risk.

### Alternative Travel & Emergency Overnight Accommodation

We will pay the cost of alternative transport or a hire up to a maximum of £500 to allow You to complete Your original journey. We will also pay up to £100 towards the cost of alternative transport for one person to return and collect the repaired Vehicle; or

We will pay a maximum of £150 for a lone traveller or £75 per person for one night of overnight accommodation including breakfast for You and up to 16 passengers. The maximum payment per incident is £1275.

Emergency Overnight Accommodation and Alternative Transport benefits are available under the following conditions:

- The Vehicle must be repaired at the nearest suitable garage to the Breakdown location;
- The Vehicle cannot be repaired the same working day;
- The Breakdown did not occur within 20 miles of Your Home Address or 20 miles from the planned destination/accommodation.
- We will determine which benefit is offered to You by assessing the circumstances of the Breakdown and what is the most cost effective option for Us.

These services will be offered on a pay/claim basis, which means that You must pay initially and We will send You a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from Our Rescue Controller. The policy will only pay for a hire car which we deem is appropriate for Your requirements and is available at the time assistance is provided. We will only reimburse claims when We are in receipt of a valid invoice/receipt.

### Caravans and Trailers

If Your Vehicle suffers a Breakdown and Your caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 8.5 metres in length (not including the length of the A-frame and hitch), Your caravan/trailer will be recovered with Your Vehicle at no extra cost.

### Keys

If You lose, break, or lock Your keys within Your Vehicle, We will pay the call out and mileage charges back to the Recovery Operator's base or Your Home Address if closer. All other costs incurred, including any Specialist Equipment needed to move the Vehicle, will be at Your expense.

### Message Service

If You require, We will pass on two messages to Your home or place of work to let them know of Your predicament and ease Your worry.

## National Recovery, Roadside Assistance and Home

If you have opted and paid for National Recovery, Roadside Assistance and Home, it includes all of the same benefits as National Recovery and Roadside Assistance, with the addition of Home Assist.

### Home Assist

We will send help to Your Home Address or within a one-mile radius of Your Home Address in the event Your Vehicle suffers a Breakdown.

If, in the opinion of the Recovery Operator, they are unable to repair Your Vehicle at the roadside, We will arrange and pay for Your Vehicle, You and up to 16 passengers to be recovered to the nearest garage which is able to undertake the repair.

Any recovery must take place at the same time as the initial call out otherwise You will have to pay for subsequent call out charges.

If Your Vehicle requires recovery, You must immediately inform Our Rescue Controller of the address You would like the Vehicle taken to. Once the Vehicle has been delivered to the nominated address, the Vehicle will be at Your own risk.

## **General Notes**

### **Vehicle Cover**

This Momentum Rescue Breakdown policy only applies to the vehicle which appears on Your policy schedule and which is registered with the Administrator.

### **Governing Law**

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

### **Measurements**

A Home Assist is calculated using a straight line from the Registered Address to the location of the Breakdown. All other measurements are calculated using driving distances.

### **Garage Repairs**

Any repairs undertaken by the Recovery Operators at their premises are provided under a separate contract, which is between You and the Recovery Operator.

### **Information You Provide**

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- supply accurate and complete answers to all the questions We or the Administrator may ask as part of Your application for cover under the policy; and
- to make sure that all information supplied as part of Your application for this Momentum Rescue Breakdown Policy is true and correct; and
- tell Us of any changes to the answers You have given as soon as possible.

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

### **Changes in Your Circumstances**

You must immediately notify the Insurance Sales Agent who supplied Your cover of any of the following changes, as soon as they occur. Failure to do so may mean that Your Momentum Rescue Breakdown Policy is invalid and does not operate in the event of a claim:

- You change, or dispose of Your Vehicle;
- You change Your address;
- You are convicted of a criminal offence or receive a police caution;
- You have insurance declined, cancelled or terms applied by another insurer.

### **Change of Vehicle**

Our policy only covers the Vehicle registered on Our database, therefore any change must be notified immediately by contacting the Insurance Sales Agent who supplied Your cover. Please provide Your Momentum Rescue Breakdown Policy number, the new registration, Make and model of Your vehicle and the date You wish to make the change. If We are not notified of the new Vehicle details, We may not be able to supply You with a service.

## Definitions

Wherever the following words appear in this policy with a capital letter, they shall have the meaning given to them below:

### **Accident**

A collision immediately rendering the Vehicle immobile or unsafe to drive.

### **Administrator**

Momentum Warranties Ltd. King James IV Business Centre, Friarton Road, Perth, PH2 9HD.

### **Breakdown**

An electrical or mechanical failure, flat tyre, lack of fuel, misfuel, Accident, theft, vandalism or fire to the Vehicle, which immediately renders the Vehicle immobilised.

### **Duration**

The commencement date for a period of 12 calendar months as stated on the policy schedule.

### **Home Address**

The last known address recorded on Our system where Your Vehicle is ordinarily kept.

### **Home Assist**

Assistance within a one-mile radius of Your Home Address.

### **Insurer**

UK General Insurance Limited on behalf of Ageas Insurance Limited. UK General Insurance Limited is an insurers' agent and in the matters of a claim act on behalf of Ageas Insurance Limited.

### **Recovery Operator**

The independent technician Call Assist Ltd appoints to attend Your Breakdown.

### **Rescue Controller**

The telephone Operator employed by Call Assist Ltd.

### **Specialist Equipment**

Non-standard apparatus or recovery vehicles which in the opinion of the Recovery Operator are required to recover the Vehicle. Specialist Equipment includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

### **Suitable Garage**

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

### **Territorial Limits**

Great Britain referred to hereafter as 'the UK'.

### **Us, We, Our**

Call Assist Limited, who handle claims on behalf of the Insurer.

### **Vehicle**

Minibus, Taxi, towed caravans or trailers of proprietary make, and all other commercial vehicles used for personal or full business use. Each not exceeding (including any load carried) the following gross vehicle weight and dimensions: 7500kg, Length 8.5m, Height 3.5m, Width 2.5m.

### **You, Your**

The Person or Company registered with the administrator as the owner of the vehicle and who is covered by this Momentum Rescue Breakdown Policy.

## Exclusions

Applying to all sections unless otherwise stated:

This insurance does not cover the following: -

1. a) Any caravan/trailer where the total length exceeds 8.5 metres (not including the length of the A-frame and hitch) and where it is not attached to the Vehicle with a standard towing hitch.  
b) Breakdowns or Accidents to the caravan or trailer itself.
2. Service where glass or windscreens have been damaged.
3. Vehicles that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and Your safety is compromised.
4. Breakdowns caused by failure to maintain the Vehicle in a roadworthy condition including maintenance or proper levels of oil and water.

5. Specialist Equipment, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the Breakdown if Your Vehicle is immobilised due to snow, mud, sand, water, ice, or a flood.
6. Overloading of the Vehicle or carrying more passengers than it is designed to carry.
7. Any subsequent call outs for any symptoms related to a claim which has been made within the last 28 days, unless Your Vehicle has been fully repaired at a Suitable Garage, declared fit to drive by the Recovery Operator or is in transit to a pre-booked appointment at a Suitable Garage.
8. The recovery of the Vehicle and passengers if repairs can be carried out at or near the scene of the Breakdown within the same working day. If recovery takes effect We will only recover to one address in respect of any one Breakdown.
9. Any Vehicle which is not registered with the Administrator for Breakdown cover with Us.
10. Commercial / Vans 3.5 - 7.5 tonnes vehicles over 10 years old at date of inception. Taxi / Private Hire vehicles over 15 years old at date of inception
11. Any request for service if the Vehicle is being used for motor racing, rallies, rental, hire, courier services or any contest or speed trial or practice for any of these activities.
12. Horse boxes.
13. Any claims relating to the following: -
  - a) Vehicles exceeding 7,500 kg (7.5 tonnes) gross Vehicle weight.
  - b) Vehicles more than 8.5 metres long, 2.5 metres wide and 3.5 metres high.
14. Assistance if the Vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
15. The cost of any parts, components or materials used to repair the Vehicle.
16. Repair and labour costs other than one hour roadside labour at the scene.
17. The use of Specialist Equipment occasionally required because the Vehicle is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.
18. The cost of draining or removing contaminated fuel.
19. Storage charges.
20. Any claim within 24 hours of the time the policy is purchased. (This does not apply to policies at renewal or where there is continuous cover transferred from another rescue provider).
21. Any Breakdown that occurred before the Vehicle was registered with the Administrator.
22. More than six call outs in any one consecutive 12 month policy period.
23. Claims totalling more than £15,000 in any one consecutive 12 month policy period.
24. Any costs or expenses not authorised by Our Rescue Controllers.
25. The cost of food (other than breakfast when overnight accommodation is provided), drink, telephone calls or other incidentals.
26. Claims not notified and authorised prior to expenses being incurred.
27. The charges of any other company (including Police recovery) other than the Recovery Operator, a car hire agency or accommodation charges which have been authorised by Us.
28. Any charges where You, having contacted Us, effect recovery or repairs by other means unless We have agreed to reimburse You.
29. Any cost that would have been incurred if no claim had arisen.
30. Any false or fraudulent claims. Please refer to Cancellation Rights for more information.
31. The cost of alternative transport other than to Your destination and a return trip to collect Your repaired Vehicle.
32. The cost of fuel, oil or insurance for a hire Vehicle.
33. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the Breakdown within the same working day.
34. Recovery of the Vehicle or Your transport costs to return the Vehicle to Your Home Address once it has been inspected or repaired.

35. Any damage or loss to Your Vehicle or its contents and any injury to You or any third party caused by Us or the Recovery Operator. It is Your responsibility to ensure personal possessions are removed from the Vehicle prior to Your Vehicle being recovered.
36. We will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, We will not pay for You to collect Your Vehicle from a repairer or for any time that has to be taken off work because of a Breakdown.
37. Failure to comply with requests by Us or the Recovery Operator concerning the assistance being provided.
38. A request for service following any intentional or wilful damage caused by You to Your Vehicle.
39. Fines and penalties imposed by courts.
40. Costs incurred in addition to a standard call out where service cannot be undertaken at the roadside because the vehicle is not carrying a serviceable spare wheel, an aerosol repair kit, appropriate jack or locking mechanism for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters
41. Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
  - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
  - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
  - c) Any results of war, terrorism invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.  
Terrorism in this context shall mean any act of any person or group of persons or organisation involving the causing occasioning or threatening of harm of whatever nature and by whatever means, or putting the public or any section of the public in fear. In circumstances in which it is reasonable to conclude that the purpose of the person or group of persons or organisation concerned, is wholly or partly of a political religious, ideological or similar nature.
42. Any cover which is not specifically detailed within this policy.
43. Any alternative travel and/or emergency overnight accommodation costs which are not essential and which, in Our opinion, have not been unavoidably incurred.

## **General Conditions**

These apply to all sections of cover under this Momentum Rescue Breakdown Policy:

1. The driver of the Vehicle must remain with or nearby the Vehicle until help arrives.
2. If a call out is cancelled by You and a Recovery Operator has already been dispatched, You will lose a call out from Your policy. We recommend You to wait for assistance to ensure the Vehicle is functioning correctly. If You do not wait for assistance and the Vehicle breaks down again within 12 hours, You will be charged for the second and any subsequent call outs.
3. We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.
4. We have the right to refuse to provide the service if You or Your passengers are being obstructive in allowing Us to provide the most appropriate assistance or are abusive to Our Rescue Controllers or the Recovery Operator.
5. Your Vehicle must be registered to and ordinarily kept at an address within the UK.
6. Vehicles must be located within the UK when cover is purchased and this Momentum Rescue Breakdown Policy commences.
7. If in Our opinion the Vehicle is beyond economical repair or the cost of the claim is likely to exceed the market value of the Vehicle in its current condition following the Breakdown, We have the option to pay You the market value of the Vehicle in its current condition and pay Your transportation costs to Your Home Address. It will be Your responsibility to apply for a Certificate of Destruction or other such document and You will be required to pay for any storage costs whilst this is obtained. If You would prefer the Vehicle to be transported to Your Home Address or original destination, this can be arranged but You will need to pay any costs which exceed the market value of the Vehicle in its current condition.



8. We will only pay ferry and toll fees within the confines of the UK.
9. If We are able to repair Your Vehicle at the roadside, You must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
10. The repair must be carried out if the Vehicle is recovered to a dealership and the dealership can repair the Vehicle within the terms stated. You must have adequate funds to pay for the repair immediately. If You do not have funds available, any further service related to the claim will be denied.
11. You must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If You do not have funds available, any further service related to the claim will be denied.
12. In the event You use the service and the claim is subsequently found not to be covered by the policy You have purchased, We reserve the right to reclaim any monies from You in order to pay for the service We have provided You.
13. We may decline service if You have an outstanding debt with Us.
14. If You have a right of action against a third party, You shall co-operate with Us to recover any costs incurred by Us. If You are covered by any other insurance policy for any costs incurred by Us, You will need to claim these costs and reimburse Us. We reserve the right to claim back any costs that are recoverable through a third party.
15. Recovery Operators comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting Your Vehicle.
16. The transportation of livestock (including dogs) will be at the discretion of the Recovery Operator. We will endeavour to help arrange alternative transport but You will need to pay for this service immediately by credit or debit card.
17. Regardless of circumstances, We will not be held liable for any costs incurred if You are unable to make a telephone connection to any numbers provided.
18. If, in Our opinion, the Vehicle is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, We may terminate Your policy immediately notifying You, by letter to Your Home Address, of what action We have taken.
19. This policy is not transferable.
20. We will provide cover if
  - a) You have met all the terms and conditions within this insurance; and
  - b) The information provided to Us, as far as You are aware, is correct.Please refer to General Notes for more information.

### **Cancellation Rights**

If You decide that for any reason, this Policy does not meet Your insurance needs then please return it to the Administrator within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, We will then refund Your premium in full. Thereafter You may cancel the insurance cover at any time by informing the Administrator however no refund of premium will be payable.

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

- Fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions

Provided the premium has been paid in full You will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

### **Statement of Demands and Needs**

This policy meets the demands and needs of companies or persons wishing to ensure that they are covered in the event of a Breakdown. As with any insurance, it does not cover all situations and You should read the terms and conditions of this policy to make sure that it meets Your specific needs.

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

## **COMPLAINTS PROCEDURE**

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure below:

Complaints regarding: SALE OF THE POLICY

Please contact **The Managing Director, Momentum Warranties Ltd, King James VI Business Centre, Friarton Road, Perth, PH2 8DY. Tel: 0344 770 4541 or Email: admin@momentumwarranties.co.uk**

If **your** complaint about the sale of **your** policy cannot be resolved by the end of the next working day, **your** agent will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RJ.

Tel: 0345 218 2685 Email: customerrelations@ukgeneral.co.uk

Complaints regarding: CLAIMS

Please contact **The Managing Director, Momentum Warranties Ltd, King James VI Business Centre, Friarton Road, Perth, PH2 8DY. Tel: 0344 770 4541 or Email: admin@momentumwarranties.co.uk**

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference. Ref is 05219C.

If **your** complaint about **your** claim cannot be resolved by the end of the next working day, **Momentum Warranties Ltd** will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RJ.

Tel: 0345 218 2685 Email: customerrelations@ukgeneral.co.uk

If it is impossible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

## **Compensation Scheme**

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

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

## **Service Provider and Insurer**

This service is provided by Momentum Warranties Limited in conjunction with Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, a company registered in England (no. 3668383) and is underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited, registered in England (no. 354568), registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting 0800 111 6768.

## **Call Recording**

To help Us provide a quality service, Your telephone calls may be recorded.

## **Data Protection 1998**

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

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