

Domestic Membership Document

2020 Breakdown Recovery Membership with service by National Breakdown

Domestic Membership Document

Welcome to Your National Breakdown Membership Document containing the Membership Terms & Conditions covering Your vehicle(s) for Domestic (Private) Use. Please also refer to Your Membership Certificate, which details the cover arranged for You. If you have any further questions regarding this Membership, please call Us on 0800 027 2326.

Vehicles used for commercial or business purposes are not covered under this Membership. Remember to keep Your documents safe and accessible.

Useful Contacts:

If you need to make a claim, call the number below. Lines are open 24 hours a day, 365 days a year.

Claims – 01274 288 488

Hard of Hearing line – (18001) 01274 845151

New membership or Membership adjustments - 0800 027 2326. Lines open Mon – Fri 0900 – 1800.

E-mail: cs@nationalbreakdown.com (customer services)

Complaints – 01274 288 488 or complaints@nationalbreakdown.com

1. Service Provider

This Membership is managed by International Breakdown Ltd trading as National Breakdown

International Breakdown Ltd: registered office Trust House, New Augustus Street, Bradford BD1 5LL. Registered in England number 03917880.

A Selling Agent arranging Membership on Your behalf will be acting as Your agent. Membership will not commence nor any service be provided or benefit payable until We have received Membership Fees due and issued Your Membership Certificate.

2. Definitions

Wherever the following words and phrases appear in this document with a capital letter they shall have the meaning given below:

Administrator – International Breakdown Ltd t/as National Breakdown

Approved Incident - Mechanical or electrical breakdown, which occurs within the Geographical Limits, during the period of Membership, which immobilises the Vehicle or renders it un-roadworthy. **not including:** accident, road traffic collision vandalism, fire, theft or attempted theft and Driver induced incidents (such as running out of fuel, losing, breaking, or locking in keys, or driving on after a fault is evident).

In the case of accidental damage or where the incident is not covered under this Membership, assistance can be arranged by Us on a PAYG basis only.

Attending Operative (AO) – The independent operator deployed by Us from Our network of suppliers to provide assistance and/or recovery services under the terms of this Membership, which may include a service van, recovery truck, mis-fuel specialist, tyre supplier, or other service.

Claim Limit – means the maximum number of Approved Incidents and the maximum amount that We will authorise against a Membership. We will not pay for more than one Approved Incident in relation to one Vehicle in relation to a European Single Trip. We will not pay for more than two Approved Incidents during a 12-month period where the further incidents arise from the same or a similar fault. We will not pay for more than five Approved Incidents in total during a 12-month Membership Duration for a Membership with a single Vehicle. We will not pay for more than six Approved Incidents in total during a 12-month Membership Duration for a Membership with two or more Vehicles. We will not pay for more than the lower of the Current Market Value or £2,000 in total in relation to any one Approved Incident.

Current Market Value – means the UK market value based on equivalent vehicles currently for sale after deducting estimated parts and labour costs for any required repairs at a Repairer nearest to the location of the Approved Incident. The Current Market Value excludes the value of any caravan or trailer.

Domestic Use – means use for social domestic and pleasure use only and excludes use in the course of Your own or anyone else's business but does include use in commuting to and from Your regular place of employment. Membership does not extend to use in relation to the Motor Trade.

European Trip/European Single Trip/Single Trip/Trip - A pre-booked journey within the Geographical Limits - European Cover, not exceeding 90 consecutive days during the period of Membership with the exception of European Single Trip cover where Your Trip is limited to the number of days specified between the start and expiry date and providing the appropriate Fee has been paid. Each Trip commencing and ending in Great Britain, the Isle of Man, or Northern Ireland. Proof of travel arrangements including tickets will be required for Your outbound and return journey. Single Trip policies must be purchased a minimum of 2 complete calendar days before the day of commencement of travel and the Membership must cover the total planned trip duration.

Geographical Limits -

UK Service Provision - The mainland of England including the Isle of Man and the Isle of Wight, Wales including Anglesey, Scotland including Orkney, Shetland, Mull, Skye, Bute, Lewis and Harris, Islay and Jura, Northern Ireland.

European Cover - The door-to-door benefits will be provided once You begin a pre-booked Trip during Your direct travel between Your Home and the UK port or Euro-tunnel terminal, and in the following countries: Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Northern Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia and Montenegro, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, The Channel Islands, Turkey (west of Bosphorous) and Vatican City.

Home - The address last notified to Us as the Member's permanent residence or place where the Vehicle is normally kept.

Member – the individual identified in the Membership Certificate.

Membership – Your entitlements under this agreement as confirmed by Us in this Membership Document terms and conditions in conjunction with Your Membership Certificate.

Membership Certificate – A document to be read in conjunction with this Membership Document that confirms details of You, the Vehicle, the level of cover selected, start date and time and the length of cover.

Membership Duration - the start and end dates and time of Your Membership as detailed in your Membership Certificate.

Membership Fee/Fee – the amount including vat or other applicable tax paid by You for National Breakdown Membership

Membership Start Date – The date and time Your Membership commences. Your Membership will start at 00:00:01 (1 second past midnight) on the day following the purchase and arrangement of Your Membership, unless a later date is requested and arranged, and will be detailed on Your Membership Schedule. Incidents occurring prior to or anytime within the first 2 calendar days following the Membership purchase date will not be covered under a new Membership.

Mis-fuel, Mis-fuelling Mis-fuelled – means the introduction of the wrong fuel into the vehicle's fuelling system due to human error, including Diesel BSEN 590, Unleaded BSEN 228 or Super Unleaded BS7800. Incidents involving bio-diesel, Leaded fuel (4 star), red diesel or ethanol as either the recommended or incorrect fuel are not covered.

Passenger – A person travelling in the vehicle at the time of the Approved Incident with Your permission, excluding a hitch-hiker or fare-paying passenger.

Pay and Reclaim – Where noted in these terms and conditions and where authorised by Us Membership benefits paid for by You will be reimbursed by Us subject to Our receipt of appropriate evidential documentation as requested by Us.

Pay As You Go (PAYG) – Payment via a payment card for services.

Personal Membership - Where noted on Your Membership Certificate and the appropriate Fee has been paid You will be covered when travelling as a passenger in any vehicle meeting the definition of a Vehicle up to 15 years old at the time of the Approved Incident. Cover is limited to the UK only and You must be a passenger in the Vehicle, in attendance when the AO arrives at scene and able to provide proof of ID by a UK passport or driving licence. This Membership will not assist with Vehicles purchased by You in the last 7 days, or in the course of a trade or profession, or Vehicles for resale such as the Motor Trade.

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

Selling Agent - any intermediary that arranges a Membership for You. The Selling Agent will be acting as Your agent and Membership will not commence until relevant funds and information have been received by Us and We have issued Your Membership Certificate.

Vehicle - The vehicle used for Domestic purposes only, details of which have been provided to Us, being one of the following: a motorcycle, car, estate car, 4x4 sport utility vehicle, used for Domestic use only which does not exceed the following weight and dimensions (including any load You are carrying and fitments): 3,500 kgs, length 7 metres; height 3 metres and width 2.25 metres. Also included is any caravan or trailer being towed by the Vehicle which does not exceed the above weight and size dimensions including any load and fitments. We do not cover a motorised vehicle being towed. Any variation to the vehicle details, including a change of vehicle, must be notified immediately to National Breakdown's administration department on 0800 027 2326. If notification is not given, assistance will be refused. Vans and car derived vans are not covered.

We/Us/Our - International Breakdown Ltd T/A National Breakdown.

You/Your/Driver - The Member or any person driving with Your permission.

3. Details about Your Vehicle(s)

You must ensure that You provide Us with the correct information about the Vehicle(s) that You wish to cover under this Membership. The classification, age, usage, dimensions, body-type, and weight of a vehicle may determine the Fee to be charged by Us and the resource to be deployed by Us or an AO in the event of an Approved Incident. If We do not hold the correct Vehicle details, service provision under this Membership may be refused. Please note that vehicle details held on a database (such as DVLA) may be inaccurate and/or out of date. The age of a Vehicle not first registered in the UK must be advised to Us as the age from date of manufacture.

You must keep Us advised immediately of Your current Home details where the Vehicle is kept if these change during the Membership Duration. Failure to do this may restrict the service We are able to provide.

4. Adding and Removing Vehicle(s) During a Membership

During the Membership term and at Our discretion:

- a) a Vehicle can be removed from a Membership at any time. No refund of Fee will be payable.
- b) a Vehicle may be changed at any time. Additional Fee as calculated by Us will be charged on a pro-rata basis at a minimum of 25% of the annual Fee. No refund of Fee will be payable.
- c) the Membership level applying to a Vehicle may be upgraded at any time. Additional Fees as calculated by Us will be charged on a pro-rata basis at a minimum of 25% of the annual Fee. No refund of Fee will be payable.

Any Fee changes will be calculated based on the Fees already paid and the Fees in force at the time of the change.

5. How to Make a Claim

If Your vehicle breaks down due to mechanical or electrical failure, which occurs during the course of a journey, service will be provided in accordance with these terms and conditions. Subject to these terms and conditions and the Membership level purchased, We will provide cover for costs involved with the roadside assistance or recovery (excluding parts and labour) during the Membership Duration and within the Geographic Limits.

If Your vehicle breaks down please call Our 24-hour Control Centre on 01274 288 488. Please have Your return telephone number, Membership number and precise location available when requesting assistance.

Any fault or suspected fault with the Vehicle should be addressed immediately and You must contact Us as soon as You suspect a fault may be occurring or may have occurred.

We will refuse assistance where the Vehicle and/or any trailer or load is illegal or unsafe for any reason, including being overloaded.

We will log Your details and You will be asked to stay by the telephone You are calling from or offer an alternative number. Once we have validated Your claim and identified Your location, We will begin to make the necessary arrangements to assist You.

Please remember to stay safe at all times while remaining with or close to Your vehicle. Once the Attending Operative (AO) arrives at the scene please be guided by their safety advice.

If Your Vehicle has broken down on a motorway in the UK and You have no means of contacting Us or are unaware of Your location, please use the nearest SOS box and advise National Highways of Our telephone number, and they will contact Us to arrange assistance. If National Highways or the police 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.

Providing Us with Your location details

You are responsible for providing accurate location and access details in relation to Your Vehicle.

We reserve the right to charge You for any additional costs incurred by Us because of incorrect location, access issues, or if you are not with the Vehicle when assistance arrives.

Please note that some locations will not allow, or have restrictions about, an AO attending and working at their premises, and some locations have height or width restrictions that may prevent the AO from attending or providing service. Our ability to provide service may be limited if Your Vehicle location has obstructions or is in a position difficult to access or in which it is difficult to deploy assistance equipment, including the proximity of other vehicles, buildings or obstructions, narrow locations, or hills.

You must answer all the questions We ask at the time of incident truthfully and in full including details of height or space restrictions caused by any factors such as buildings, other vehicles, etc. We will often request photographs where possible so We understand the scene and can deploy assistance taking account of the location.

You are responsible for ensuring that there is suitable access for the AO to the Vehicle prior to Us deploying the AO. If Our AO is unable to access the Vehicle or correctly deploy equipment We may limit or refuse to provide service or charge You for additional costs incurred by Us.

How we process your claim

We understand that suffering from a vehicle breakdown can be worrying and stressful. Once We have validated Your Membership by checking Your details, the level of Membership in place and the status of Your Vehicle We will contact Our network of AOs and deploy assistance to the scene of the Approved Incident. We will always attempt to deploy assistance appropriate to the circumstances; however, this will depend upon the symptoms and circumstances described to Us by You and the availability of resources within Our AO network.

Estimated time of arrival (ETA)

The AO will provide Us with the Estimated Time of Arrival at the scene of the Approved Incident. We will provide the ETA to You by text message. The AO may arrive at a time earlier or later than the ETA

given. This can be due to many reasons, including workload, weather and traffic conditions. Where possible We will provide You with updates by telephone and/or text message. Because of this it is important that You remain with the Vehicle until the AO arrives on scene. If You are not on scene when the AO arrives You will incur additional charges and/or refusal of service.

Investigating symptoms

The attending AO will assess the symptoms experienced in relation to the Vehicle. Please note that it is not possible for the AO to undertake diagnosis at the roadside due to the complexity of equipment required and the working environment. Where the AO is able to undertake a safe and timely temporary repair at roadside, this will be carried out. Otherwise arrangements will be made to recover the Vehicle. Please note that it is Your responsibility to nominate or make arrangements with any workshop to which the Vehicle is recovered. Roadside repairs will never be carried out where faults are suspected in relation to safety related items, such as steering or brake systems.

Repairs undertaken at Roadside

Any repair made at the roadside is deemed to be a temporary repair and You must have the vehicle inspected by an appropriate garage and the repair made permanent immediately. Further requests for assistance within 14 days relating to the same or a similar fault will be refused or attended on a PAYG basis only. Please note that in Europe the services available at roadside may be limited by local regulations and recovery to a local workshop may be the most appropriate solution.

Incidents where we decline to provide service

Service is always provided in line with these Membership terms and conditions. Where We decline to provide service We will explain the reasons for this to You, and provide this in writing upon request. We may be able to offer You assistance on a PAYG basis where a claim has been declined. Please note that We will always decline to provide service for non-covered events, pre-existing or non-repaired faults (receipts will be required to evidence a repair) or if the Vehicle does not have a valid MOT and Road Tax, which we check via the DVLA/DVSA in relation to each incident.

Storage Charges

You are responsible for paying any storage charges that may be incurred whatever the circumstances, including Vehicles awaiting Your decision in granting repair authority or collecting the Vehicle after repair including if these are incurred due to a lockdown or other travel restrictions.

Where We are unable to provide service due to local or national restrictions

We will not be liable for any consequential losses due to delays or restrictions introduced within UK or EU that limit the freedom of movement of vehicles or people in the event of a pandemic or other reason or where AO's introduce restrictions to safeguard their employees including where there is the potential of the spread of a communicable disease.

Time limitations for travelling in Europe

We will not be liable for consequential losses, costs, or delays where a Vehicle cannot be recovered or repaired by a certain time. You should allow enough time to return to the UK within the legally defined time limits for European travel.

Road Traffic Collision (RTC)

You are not covered in the event of accident or road traffic collision; however, we may still be able to assist You on a PAYG basis. If You would like to arrange further assistance, please call Us on 01274 288488.

6. What to Do If You Have a Complaint

Complaint regarding the sale of the Membership

Please contact the agent or broker who arranged the Membership for you.

Complaint regarding claims or where you purchased your Membership from National Breakdown directly

Please contact Customer Relations Department, National Breakdown, Trust House, New Augustus Street, Bradford BD1 5LL. Tel 01274 288488. Email complaints@nationalbreakdown.com. Your complaint will be acknowledged within 5 working days. We will advise You who is dealing with Your complaint and when We expect to respond. We aim to respond fully within 8 weeks, however if We are unable to provide a final response within this period, We will write to you before this time and

advise why We have not been able to offer a final response and how long We expect Our investigations to take.

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.

7. Summary Of Cover Levels and Benefits

The table below outlines in summary the benefits of Your cover as detailed in Your Membership Schedule and defined in this Membership wording.

Benefits	Level 1 (Local)	Level 2 (1 & Home)	Level 3 (2 & Nationwide)	Level 4 (3 & EU)
Roadside Assistance	✓	✓	✓	✓
Local Tow up to 25 driving miles	✓	✓	✓	✓
Message relay	✓	✓	✓	✓
24hr/365 cover	✓	✓	✓	✓
Caravan & trailer included	✓	✓	✓	✓
Emergency Driver within the UK			✓	✓
PAYG Assistance in the UK after an Accident	✓	✓	✓	✓
Nationwide UK Recovery			✓	✓
Alternative transport			✓	✓
Overnight Accommodation			✓	✓
European Assistance				✓
Replacement Parts when in Europe				✓
Temporary repairs following break in when in Europe				✓
Repatriation when in Europe				✓
Callout from Home		✓	✓	✓
Mis-Fuel Cover in the UK			✓	✓

The table above contains a summary of benefits for reference purposes. Please see the full Membership wording for the terms, conditions and limits that apply.

Assistance for Faults not covered in the Membership

National Breakdown can provide assistance for faults that are not covered under this Membership or where You would like additional assistance to an Approved Incident. All costs must be paid for

immediately by credit or debit card. If You wish to use this service please call 01274 288 488 and request the 'PAYG service'.

8. Terms and Conditions

The level of cover applying is detailed on Your Membership Schedule providing the appropriate Fee has been paid.

Membership Level 1

UK Roadside Assistance with Local Tow

What You are covered for:

If You lose the use of the Vehicle because of an Approved Incident a one-mile radius or more from Your Home address, We will arrange and pay for an AO to attend at the roadside (for up to one hour where the AO advises a repair is possible) in order to try and restore the Vehicles' mobility or make it roadworthy.

Where no roadside repair is possible:

We will pay for the Vehicle, Driver and up to 6 Passengers to be transported a maximum of 25 miles to a local Repairer or if You prefer to Your Home address providing this is within 25 miles of the scene. Where the Vehicle cannot be received by a local Repairer due to business hours, the Vehicle will be taken to Your Home or to a place of safety and re-delivered a maximum of 15 miles to the Repairer on the next business day. Any costs for travel or accommodation, including those incurred by You or a Passenger travelling onward from Home or a place of safety, or to return to collect the repaired Vehicle, are not covered. Any mileage over the specified maximum limits will be payable to Us by You.

This Membership also includes Free Caravan and Trailer cover when being towed by the Vehicle where the Vehicle is 3500 kg GVW or under.

Vehicle Movement by National Highways or Police

Where Your Vehicle is moved by the authorities (such as National Highways or the Police) You will be responsible for meeting any costs. In the event of an Approved Incident, We will reimburse evidenced costs up to the following amounts:

Gross Vehicle Weight (including any trailer)	Maximum reimbursement
Up to 3500 KG	£150
Over 3500 KG up to 7500 KG	£200

Carriage of You and Passengers by the AO

Where the AO is unable or unwilling to transport You and/or Passengers in the AO's vehicle We will authorise alternative methods of transport to provide the benefit to which You are entitled under this Membership. This will be on a Pay and Reclaim basis and You will need to provide itemised receipts to Us.

Message Relay

What You are covered for:

If We have been contacted in connection with an Approved Incident, We will relay up to 2 telephone messages to Your family members, friends or business associates to advise of unforeseen travel delays.

Membership Level 2

UK Roadside Assistance, Local Tow and Callout from Home

What You are covered for:

In addition to the benefits detailed for Level 1:

We will provide assistance in the event of an Approved Incident at or within a 1-mile radius of Your Home.

Membership Level 3

UK Roadside Assistance with Nationwide UK Recovery, Callout from Home and Mis-fuel Cover

What You are covered for:

In addition to the benefits detailed for Level 2:

Where a repair is not possible locally or the repair cannot be made the same day, We will arrange for either:

Nationwide Recovery (does not apply when at or within a 1 radial mile of Your Home)

What You are covered for:

We will arrange and pay for You, up to 6 Passengers and if appropriate, the Vehicle, to be taken to Your intended destination or Home anywhere within the UK Geographical Limits whichever is nearer. When the vehicle occupants have arrived at the destination, at Your option We will arrange and pay for the Vehicle to be transported up to a further 15 miles, to a garage of Your choice, providing it is within one complete journey. The means of transport will be at Our discretion. We will not pay for long-distance transport of the Vehicle to the premises where the Vehicle was purchased solely to claim under a warranty scheme or when a suitable alternative Repairer is nearer to hand or when it is apparent a local repair can be carried out the same day. Or

Alternative Transport: 48-Hour Replacement Vehicle

What You are covered for:

If repairs to the Vehicle are carried out at a local Repairer, if necessary, We will authorise up to £100 in total for the following benefits:

Arrangement of appropriate taxis, public transport, or a self-drive rental vehicle which will be a passenger car, when and where available, for up to 48 hours, for You to continue Your journey or return Home. A hire car is not available following breakdowns at or within 25 miles of Your Home. We will authorise the delivery, the 48-hour rental charge and for the minimum available level of collision damage waiver Membership. You will remain responsible for returning the rental vehicle to the hire car providers, for the cost of any fuels and oils used and any charges in excess of 48 hours. You must be able to satisfy the requirements of the hire car providers as to an acceptable driving license and minimum driver age. They will also require sight of Your credit/charge card and may require You to pay a deposit before releasing the vehicle to You. You will be responsible for collection of the Vehicle following repair. This cover is provided on a Pay and Reclaim basis and You will need to submit the itemised receipt(s) to Us. Or

Overnight Accommodation

What You are covered for:

At Our discretion, We will authorise one night's bed and breakfast accommodation for You and up to 6 Passengers in a local hotel while You wait for repairs to the Vehicle to be completed, on condition the Approved Incident has occurred after business hours more than 25 miles from Home. The most We will pay is £50 per person per night with a limit of £160 per Approved Incident. This cover is provided on a Pay and Reclaim basis and You will need to submit the itemised receipt(s) to Us.

Authorisation by Us of Nationwide Recovery, Alternative Transport, or Overnight Accommodation

Where a repairer can undertake the work, it is Your responsibility to authorise the repair and pay for the work. If You delay the authorisation or the repair, or if a repairer identifies that additional work is required in addition to rectifying the fault leading to the Approved Incident, We will not offer further assistance, including Nationwide Recovery, Alternative Transport or Overnight Accommodation.

Emergency Driver Within The UK

What You are covered for:

If during a journey in the Vehicle the driver suffers sudden illness or accidental bodily injury so that he or she is incapable of continuing to drive the Vehicle, and if there is no other occupant qualified, competent or to drive the Vehicle:

We will provide and pay for an alternative Driver who is to drive Your Vehicle to complete the journey and drive You and the Vehicle to Your intended destination or Home whichever is nearer.

This excludes journeys to or from a doctor, hospital, medical establishment, or medical appointment. We may require that You provide Us with written evidence from a medical professional. Where authorised by Us the maximum benefit payable by Us is £150 per Approved Incident.

This cover is provided on a pay and reclaim basis and you will need to submit the itemised receipt(s) to us.

Mis-fuel Cover in the UK

What You are covered for:

If You have Mis-fuelled the Vehicle We will arrange and pay for an AO to drain and remove the incorrect fuel, which will become the property of the AO; or

If it is not possible to drain and remove the incorrect fuel at the location of the Vehicle at the time of the Approved Incident We will arrange and pay for You, up to 6 Passengers and the Vehicle to be taken to the nearest suitable garage which can undertake the drainage within 25 miles.

We will refuel the Vehicle with £10 of fuel of the correct type.

Where authorised by Us We will pay labour costs associated with fitting parts made unserviceable by Mis-Fuelling as specified by the AO or repairing garage and approved by Us. The maximum amount payable under this Membership is £250 including VAT. This cover is provided on a Pay and Reclaim basis and You will need to submit the itemised receipt(s) to Us for reimbursement.

Membership Level 4

UK and European – European Roadside Assistance and Recovery, UK Roadside Assistance with Nationwide UK Recovery, Callout from Home and Mis-fuel Cover

What You are covered for:

In addition to the benefits detailed for Level 3:

We will provide European Cover.

European Cover -

We do not cover one-way Trips to Europe. All European Trips must be pre-booked with a return ticket and must start and end in the UK and purchased prior to the start of the Trip. We will require evidence of the pre-booked tickets/travel arrangements in the event of an Approved Incident.

If You have opted and paid for European cover, We will provide service in the Geographic Limits - European Cover countries for a maximum of 90 days for an Annual Membership or the defined period as detailed on Your Membership Document for a Single Trip Membership.

You should carry Your V5 registration document with You during Your journey. Regulations are different to the UK so, if You Breakdown in Europe help may take longer in arriving and local authorities may become involved before We can help You. We will require detailed information from You regarding the location of Your Vehicle. We will need to know if You are on an outward or inward journey and details of Your booking arrangements. When We have all the required information We will liaise with our European network. You will be kept updated and therefore You will be asked to provide contact numbers where You can be reached.

If You have broken down on a European motorway or major public road You will often need to obtain assistance via the SOS phones using the local government services. These roads are sometimes privately owned, and the owners operate their own roadside assistance and recovery service. Sometimes they will insist on towing You to a place of safety and You will be required to pay for the service immediately. When You have been towed off a privately-owned road and have settled the fees payable You can then contact Us for further assistance. The cost of services arranged and provided by a third party are not covered under this Membership, however We will contribute to a maximum of £150.00 towards the cost of one mandatory tow per Approved Incident This cover is provided on a Pay and Reclaim basis and You will need to submit the itemised receipt(s) for reimbursement. Payment will be made in accordance with the exchange rate at the date of the claim.

If You suspect that Your vehicle is experiencing a problem We recommend if possible and safe to do so that You leave any privately-owned Motorway or carriageway in order to avoid paying these costs. Please note that service and rest areas are also part of the motorway network and costs are still applicable in these locations.

If You have broken down in a European Country during a Public Holiday many services will be closed during the Holiday period. In these circumstances, You must allow additional time for assistance to be provided. We will not be held liable for any delays in reaching Your destination. During some periods workshop and other facilities may be unavailable due to holiday, being booked up, and other factors such as strike action, and delays may occur.

Roadside Assistance when in Europe

What You are covered for:

If the Vehicle is immobilised or rendered un-roadworthy as a result of an Approved Incident, We will arrange and pay up to a maximum under this Membership of £500 per Trip, for roadside assistance and if necessary transport of the Vehicle and You and up to 6 Passengers to the nearest suitable Repairer to a maximum of 100km.

A garage or specialist undertaking repair work (other than at the roadside) on Your instructions will be acting as Your agent for such repair work. In many European territories local regulations or AO restrictions do not permit repair work to be undertaken at roadside, in which case recovery to a local garage will be offered.

What You are not covered for:

- a) labour charges over £100 at the roadside.
- b) the cost of repairs or parts or labour at a garage
- c) anything mentioned in the General Exclusions in these terms
- d) any diagnostic charges or storage costs
- e) costs incurred outside the period of the Trip
- f) costs for roadside attendance, towing, or repair costs, including labour, if the Vehicle is or was involved in a road traffic collision, damaged by fire or stolen or attempted stolen; or if it is uneconomic to repair.

At Our discretion assistance can be arranged on Your behalf on a pay per use basis.

Replacement Parts when in Europe

What You are covered for:

If necessary, replacement parts are not available locally when You are abroad, on receipt of Your instructions, We will undertake to obtain them elsewhere and will pay all freight charges involved in dispatching them to the location of the Vehicle. We will endeavour to provide the replacement parts required but We can give no guarantee that they will be available, especially in the case of older vehicles where parts may be impossible to locate. We will bear the cost of location and transport of the replacement parts. The actual cost of the parts and any Customs Duty must be paid to Us by You, by a debit to Your credit or charge card or by a prior deposit with Us of funds in the country of departure. 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.

Temporary Repairs Following Break-In when in Europe

What You are covered for:

In the event of theft (or attempted theft) of the Vehicle not including any contents contained in the Vehicle, We will authorise and pay up to £75 in total per Trip, for immediate emergency repairs and/or replacement parts, which are necessary to place the Vehicle in a secure condition to continue the Trip. You must obtain a Police Report immediately or at least within 24 hours of the incident giving rise to a claim being made, sight of the report will be required by Us. This cover is provided on a Pay and Reclaim basis and, where authorised by Us, You will need to submit the itemised receipt(s) to Us for reimbursement.

All costs relating to accidental damage or theft or other incident will be Your responsibility.

What You are not covered for:

- a) damage to paintwork or other cosmetic items.
- b) costs incurred following Your return Home.
- c) anything mentioned in the General Exclusions.

Vehicle Out of Use when in Europe

What You are covered for:

If the Vehicle is immobilised or rendered un-roadworthy during a Trip as a result of an Approved Incident, and repairs cannot be effected the same day We will authorise up to a maximum of £500 in total per Trip for the additional cost of transporting You and up to 6 Passengers to Your destination by public transport or for the immediate hire of a replacement vehicle, where and when obtainable (to include rental charge, minimum available collision damage waiver and any necessary drop-off charge) whilst the Vehicle remains unserviceable.

Or, where We authorise in advance, We will pay the cost of local overnight hotel accommodation while You await completion of repairs. Bed and Breakfast only costs will be authorised up to a maximum of £150 per person as a lone traveller or £75 per passenger when not traveling alone to a total of £500 per party per Trip, provided that such cost is additional to or in excess of any planned accommodation costs payable by You had the loss of use of the Vehicle not occurred.

This cover is provided on a Pay and Reclaim basis and You will need to submit the itemised receipt(s) to Us for reimbursement.

What You are not covered for:

- a) the cost of any fuels and oils used in any replacement vehicle.
- b) the cost of any Personal Accident Membership or other benefit not specifically covered under this section.
- c) costs incurred outside the period of the Trip.
- d) costs for roadside attendance, towing, or repair costs, including labour, if the Vehicle is or was involved in a road traffic collision, damaged by fire, stolen or attempted stolen; or if it is uneconomic to repair.
- e) food or beverages other than those specified.
- f) The cost of telephone calls when contacting Us. Whenever possible We will call You back as soon as possible.

Cover for Repatriation when in Europe

Repatriation is only available where the Vehicle does not exceed 3500 kg GVW, length 7 metres; height 3 metres and width 2.25 metres. Also included is any caravan or trailer being towed by the Vehicle which does not exceed the above weight and size dimensions - including any load.

What You are covered for:

If the Vehicle is immobilised or rendered un-roadworthy during a Trip as a result of an Approved Incident We will authorise up to £300 per person towards the cost of transporting You and up to 6 Passengers to Your Home in the country of departure if the Vehicle cannot be or could not have been repaired within 14 working days or by the date of Your booked return, whichever is later. The means of transport to be employed shall be at Our discretion. Any costs relating to accidental damage or theft, or other incident will be Your responsibility. This cover is provided on a Pay and Reclaim basis and You will need to submit the itemised receipt(s) to Us.

We will pay the cost of transporting the Vehicle to Home in the country of departure if repairs cannot be carried out abroad within 14 working days of the incident occurring. Please be aware that the repatriation of a vehicle can take up to six weeks or longer to complete. We will pay for the necessary transportation and delivery costs, including any additional shipping costs.

In addition, We will authorise a maximum of £100 for the hire of a vehicle in the country of departure, where and when obtainable (to include rental charge, minimum available collision damage waiver and any necessary drop-off charge), whilst You are awaiting repatriation of the Vehicle by Us. This

cover is provided on a Pay and Reclaim basis and You will need to submit the itemised receipt(s) to Us. Or,

When agreed in advance by Us, We will authorise up to £100 towards the travel costs for one person to travel from the UK to the location of the Vehicle to drive the repaired vehicle Home. This cover is provided on a Pay and Reclaim basis and You will need to submit the itemised receipt(s) to Us.

The maximum We will pay to repatriate the Vehicle will be limited to its Current Market Value in the UK including an appropriate deduction for the cost of the required repairs.

The maximum we will pay in relation to an Approved Incident is subject to the Claim Limit of £2,000.

The repatriation of Your vehicle will not be covered if repairs can be completed locally, and You are either unable or unwilling to allow this to happen. When a decision is taken to repatriate the vehicle, We will only do so when it is apparent that repairs can be completed in the UK, and when You confirm to Us that these repairs will be undertaken. We are not liable for the loss of or damage to personal possessions.

European Single Trip Membership

Single Trip policies must be purchased a minimum of 2 complete calendar days before the day of commencement of travel and the Membership must cover the total planned trip duration.

9. General Exclusions Applying to All Parts of This Membership

What You are not covered for:

1. Any benefit under this Membership where the vehicle or vehicle use described and declared to us is misleading or inaccurate, or where the incorrect Fee has been charged as a result of a description or information provided by You.
2. Any incident which occurs anytime within the first 2 calendar days following the day You purchased Your Membership or where We consider the incident has been caused or contributed to by a condition present at or before Your Membership Start Date. Where You purchase a renewal or replacement Membership, cover will begin in full at the Membership Start Date if there has been no break in cover between the old and the new Membership for the same Vehicle. Where You request a change of Vehicle details or add a vehicle to a Membership, We will have the option to accept or refuse the change. Where We accept the change, You will immediately pay Us any increase in Fee due. Once Your replacement or additional Vehicle is accepted by Us any incident that occurs within the first 2 calendar days following the day We notified You of Our acceptance of the addition or replacement or caused by a pre-existing condition will not be covered
3. The cost of replacement fuel or for any spare parts required to restore the mobility of the Vehicle or for any costs incurred as a result of the unavailability of spare parts.
4. Any costs which would have been incurred in the course of a journey, if the incident had not occurred.
5. Any claim arising directly or indirectly from or consisting of the following: The failure (or fear of failure) or inability of any equipment or any computer program, whether or not You own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.
6. The cost or the quality of repairs when the Vehicle is repaired other than labour costs at roadside as defined in this Membership Document.
7. Assistance or recovery while the Vehicle is not readily and safely accessible, is partly or completely buried in snow, mud, sand, or water or when the vehicle has left the highway.
8. Damage or costs incurred as a direct result of gaining access to the Vehicle following Your request for assistance.
9. The costs incurred in obtaining a spare wheel or for roadside repair where You are unable to provide a serviceable spare wheel or locking wheel nut key. This excludes vehicles that are not provided with a spare wheel in accordance with the manufacturer's specifications where assistance will be limited to recovery to a local Repairer.
10. Any incident which is subsequently found to be a result of poor maintenance or lack of servicing. The claim will be invalidated, and all associated costs will be payable by You.
11. If You are practicing for, or participating in, racing, trials or rallying.

12. Any cost recoverable under any policy of insurance or under the service provided by any other motoring organisation.
13. Assistance or recovery when the Vehicle is carrying more occupants than recommended by the manufacturer or at a greater weight than that for which the Vehicle was designed, or where the Vehicle is being used illegally, unreasonably, or on unsuitable terrain.
14. Any claim when the Vehicle exceeds 3,500 kg gross vehicle weight, 7 metres in length, 3 metres in height, or 2.25 metres in width, unless the appropriate additional Fee has been paid.
15. Any claim where the Vehicle exceeds the age limits specified and the appropriate Fee has not been paid, including any vehicle which would otherwise be covered under a Personal Membership.
16. Any claim where the vehicle is designed and built for the purpose of towing an American style caravan or trailer connected using a 5th wheel coupling.
17. Any claim when the Vehicle is used as a taxi or minicab for the carriage of passengers for Hire or Reward.
18. Any claim where the vehicle is a van or car derived van.
19. Any claim when the Vehicle is used for the delivery of commercial goods for reward.
20. Any claim arising where the person driving the Vehicle with Your permission does not have the correct valid driving licence for the Vehicle.
21. Any claim arising from an inadequate repair or attempted repair carried out during the course of the same journey unless the repair has been approved by Us.
22. Consequential losses of any nature other than as specifically provided within the terms of this Membership.
23. Any deliberately careless or deliberately negligent act or omission by You.
24. We will not provide cover for any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
25. We will not provide cover for any direct or indirect consequence of:
 - a) Irradiation, or contamination by nuclear material; or
 - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
26. We will not provide cover for any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
27. We will not provide cover for any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Membership, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Membership, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
28. The cost of telephone calls when contacting Us. Whenever possible We will call You back as soon as possible.
29. Consequential losses of any kind arising from the provision of, or any delay in providing the services to which this Membership relates, unless negligence on Our part can be demonstrated.
30. Any assistance as a result of vehicle breakdown due to: a) Running out of Fuel, Oil or Water b) Frost Damage, c) Rust or corrosion, d) Un-roadworthy wheels/tyres, or e) the use of incorrect fuel (unless Your Membership includes Mis-fuel Cover) f) the use of contaminated fuel. Service may be obtained on a Pay per use basis.

31. Any claim as a result of replacement of missing or broken keys. We may be able to arrange for the provision of these services, but You must pay for any costs incurred. Keys which are locked inside the Vehicle are not covered. We can arrange for a contractor to attend and where possible gain entry to the vehicle, however the cost of the callout will be at Your own expense. Any further costs or any damage which may occur in trying to retrieve the keys will be at Your risk and You must pay for all costs incurred.
32. Any claim where the duration of a Single Trip is planned to or subsequently exceeds 90 days.
33. Any veterinary costs for pet or livestock conditions during a trip, including costs relating to a Pet Passport.
34. The use of additional or specialist equipment required due to the Vehicle having modifications which impede the usual method of recovery.
35. Any repair made at the roadside is deemed to be a temporary repair and You must have the vehicle inspected by an appropriate garage and the repair made permanent immediately. Further requests for assistance within 14 days relating to the same or a similar fault will be refused or attended on a PAYG basis only.
36. Any payment taken from You by Us for additional services or parts is subject to a handling and service fee.

10. General Conditions Applying To All Parts of This Membership

1. The Vehicle must have a current MOT certificate and Road Fund license and necessary Membership certificate. It shall at all times be maintained and operated in a good mechanical and roadworthy condition and be regularly serviced in accordance with the manufacturer's recommendations.
2. You must take all reasonable steps to avoid or minimise any claim.
3. You must take reasonable care to supply accurate and complete answers to all the questions We or Your Selling Agent may ask as part of Your application for cover under the Membership to make sure that all information supplied as part of Your application for cover is true and correct tell Us of any changes to the answers You have given as soon as possible.
4. You must take reasonable care to provide information that is accurate and complete answers to the questions We or Your selling agent or broker asks when You take out, make changes to and renew Your Membership. If any information You provide is not accurate and complete, this may mean Your Membership is invalid and that it does not operate in the event of a claim or We may not pay any claim in full.
5. If You become aware that information You have provided is inaccurate or has changed, You must inform Us as soon as possible.
6. If We arrange for temporary roadside repairs to be carried out following a breakdown or damage to the Vehicle, or We provide recovery to the nearest suitable Repairer or Home address (for instance at a late hour when no Repairer is available), or if You cancel the service whilst the AO is en-route to You and the Vehicle remains unserviceable, We shall not be liable to provide further assistance in respect of the same Approved Incident. At Our discretion, further service can be obtained on a PAYG basis.
7. No benefit shall be payable unless You first contact Us via the emergency telephone number provided. You must not seek to contact any AO or Repairer direct. Your full compliance with the terms and conditions of this Membership is necessary before a claim will be authorised.
8. Assistance and or recovery will be provided for the casualty Vehicle only. Where a caravan or trailer is being towed by the Vehicle and develops a problem only the caravan or trailer will be assisted.
9. You are responsible for the safety of the Vehicle and its contents and, unless incapacitated, it is important that You remain with the Vehicle until the AO arrives on scene. If You are not on scene when the AO arrives You will incur additional charges and/or refusal of service.
10. Your Membership number must be quoted when calling for assistance and the relevant identification produced on the request of Us or the AO.
11. You will have to pay the cost for the AO coming out to You if, after requesting assistance to which You are entitled but before the AO arrives, the Vehicle is moved, recovered, or repaired by any other means.

12. You will have to pay any toll fees in excess of £20 or ferry fees for the Vehicle and attending service or recovery vehicle incurred by the AO.
13. We 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 or extreme weather may preclude the normal standard of service being provided but, in all cases, where such difficulties pertain, the full monetary benefits of the Membership will apply.
14. We are not responsible for any actions or costs of garages, recovery firms, or emergency services carrying out work or acting on Your instructions or the instructions of any person acting on Your behalf.
15. We cannot accept responsibility for livestock and domestic pets carried in the Vehicle at the time of an Approved Incident. You will be responsible for the safe and legal removal of pets and/or livestock prior to the arrival on scene of the AO
16. We shall be entitled to request all reasonable assistance from You to conduct proceedings in Your name for Our benefit to seek reimbursement from a responsible Third Party following payment of a claim made under any assistance provided by this Membership.
17. Where the Vehicle is fitted with a spare wheel You must maintain it in a serviceable condition.
18. Any repair made at the roadside is deemed to be a temporary repair and You must have the vehicle inspected by an appropriate garage and the repair made permanent immediately. Further requests for assistance within 14 days relating to the same or a similar fault will be refused or attended on a PAYG basis only.
19. If the Vehicle requires to be taken to a Repairer following a breakdown, it must be in an easily accessible position for a recovery vehicle to load. If this is not the case, You will have to pay any extra costs for off-road recovery or the use of winching or specialist equipment.
20. Any parts, components or other products used in the repair of the Vehicle will be immediately payable by You.
21. We will not arrange for assistance when the Vehicle and/or any load is considered overweight, dangerous, or illegal to repair or transport.
22. In the event of a valid claim, We shall have the benefit of any relevant travel tickets You are unable to use.
23. We shall not pay for more than 1 (one) claim made against the Service in total for any one Vehicle during a European Single Trip. We shall not pay for more than two claims made against the Service during any 12-month period, which arise from the same or similar fault. We shall not pay for more than five claims in total or six claims in total when two or more vehicles share the same Membership in any 12-month period. And We shall not pay more than £2,000 in total for any one Approved Incident.
24. Should You be unwilling to accept Our decision or that of the AO on the most suitable form of assistance to be provided, We will pay no more than £100 for any one breakdown towards Your preferred form of assistance.
25. You must not act in a fraudulent way. If You or anyone acting for You:
 - a) fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or any adjustment to Your Membership;
 - b) fails to reveal or hides a fact likely to influence the cover We provide;
 - c) makes a statement to Us or anyone acting on Our behalf, knowing the statement to be false;
 - d) sends Us or anyone acting on Our behalf a document, knowing the document to be forged or false;
 - e) makes a claim under the Membership, knowing the claim to be false or fraudulent in any way;
 - f) makes a claim for any loss or damage You caused deliberately or with Your knowledge, or
 - g) Your claim is in any way dishonest or exaggerated,We will not pay any benefit under this Membership or return any Fee to You and We may cancel Your Membership immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against You and inform the appropriate authorities.

26. Prices shall be charged at the current rate at the time of application, the price to be determined by International Breakdown Ltd. Price changes supersede all written quotes previously given including renewal notices. It is Your responsibility to check prices before applying or reapplying for a Membership.
27. In the event You use the service, and the fault is subsequently found not to be covered by the Membership You have purchased, We reserve the right to reclaim any monies from You in order to pay for the un service.
28. We reserve the right to recover Your immobilised Vehicle in accordance with and subject to any legislation which affects drivers' working hours.
29. Any repairs undertaken by an AO at their premises are provided under a separate contract, which is between You and the Repairer.
30. Multi-Vehicle policies must be registered to one address within the UK.

11. Further Information

Your right to cancel

If You decide that for any reason this Membership does not meet Your Membership needs then please return it to your Selling Agent within 14 days from the day of purchase or the day on which you receive Your Membership documentation, whichever is the later. On the condition that no claims have been made or are pending your selling agent or broker will then refund your Fee less a cancellation fee of £10. These rights do not apply to a short-term Membership of less than one month's duration.

Thereafter You may cancel the Membership cover at any time by writing to Us however no refund of Fee will be payable.

We shall not be bound to accept renewal of any Membership and may at any time cancel any Membership document by sending 14 days' notice to You at Your last known address. Valid reasons may include but are not limited to:

- a) Where We reasonably suspect fraud
- b) Non-payment of Fee
- c) Threatening and abusive behaviour
- d) Non-compliance with Membership terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions We ask.

If We cancel the Membership and/or any additional covers You will receive a refund of any Fees You have paid for the cancelled cover, less Our standard administration fee of £10 and less a proportionate deduction for the time You have been a Member.

Where Our investigations provide evidence of fraud or misrepresentation, We may cancel the Membership immediately and backdate the cancellation to the date of the fraud or the date when You provided Us with incomplete or inaccurate information. This may result in Your Membership being cancelled from the date You originally took it out and We will be entitled to keep the Fee.

We retain the right to refuse to accept any application for Membership or Membership renewal.

Governing Law

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

12. International Breakdown Ltd – Privacy Notice

We are International Breakdown Ltd trading as National Breakdown, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z5282147.

This privacy notice is relevant to anyone who uses our services, including Memberships, prospective Members, and any other individuals under a Membership. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?



The provision of your personal data is necessary for us to administer your Membership and meet our contractual requirements under the Membership. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

[What information do we collect about you?](#)

Where you have purchased an Membership through us or one of our agents, you will be aware of the information that you provided when taking out the Membership. The agent will pass your information to us so that we can administer your Membership.

We have a legitimate interest to collect this data as we are required to use this information as part of your Membership quotation or Membership with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

[International Breakdown's full privacy notice](#)

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online

at <http://www.nationalbreakdown.co.uk/> or request a copy by emailing us at cs@nationalbreakdown.com. Alternatively, you can write to us at: Data Protection, International Breakdown Limited, Trust House, New Augustus Street, Bradford BD1 5LL.