



**Rescue & Recovery
Agreement Information**

Rescue & Recovery

(if applicable)

United Kingdom Cover

Important Notice: As a non-insured product this agreement falls outside the remit of the Financial Conduct Authority (FCA) & The Financial Ombudsman Service.

In the event of a breakdown call 0800 888 6247 or 0345 222 4542

To make sure you get the most from your cover, please take time to read the agreement, which explains the terms and conditions of your membership. If you have any questions or if you would like more information, please contact Opteven Rescue & Recovery on 0345 222 4542.

Please be prepared to provide the operator with the following information:

- a. Your Agreement Number;
- b. Your name;
- c. Exact location of vehicle;
- d. Nature of breakdown; and
- e. Registration number of vehicle.

We will then arrange for one of our Rescue & Recovery Team to attend the given location, as quickly as possible.

During the period of cover you are entitled to contact us up to a maximum of 6 times a year for breakdown assistance; your agreement will then become cancelled after the sixth callout with no refund of premium being allowable.

Your Cover

The vehicle is covered for call out charges and up to 1 hour's labour charges, at the scene of your breakdown where your vehicle is immobilised due to electrical or mechanical faults within the Territorial Limits stated in this agreement.

Change of Vehicle

You are only covered for the vehicle registered at inception of membership unless you have previously notified us of a change of vehicle 48 hour's prior to a breakdown. You may change the vehicle on your agreement up to 4 times in any period of membership. All change of vehicles have a 48 hour inception period. Temporary change of vehicles are excluded from this agreement.

Change of Address

Assistance at your home is only covered at the address registered at inception. If you change address please notify us immediately.

Period of Cover

The agreement is for the period as stated on your agreement schedule.

Summary of Cover:

- a. Roadside assistance;
- b. Roadside repairs;
- c. Assistance at your home;
- d. Recovery to any destination (home or garage) within a 10 mile radius from the attendance point of breakdown. Each mile thereafter will be charged at £2.05 per mile (inc VAT);
- e. Cover for any driver that is using the registered vehicle, provided that the person has received permission from you first and is legally able to drive the vehicle;
- f. Cover for cars and motorcycles up to 3.5 tonnes (excluding any vehicles with living accommodation);
- g. Recovery of a caravan or trailer attached to your vehicle at the time of the breakdown up to 7.6 metres in length;
- h. Up to 1 hours roadside assistance only;
- i. Up to a maximum of 6 call outs a year; and
- j. Wheel changes – roadside assistance only (providing that the driver has a serviceable and accessible spare tyre and wheel and is able to provide a manufacturer's key to remove any locking wheel nuts).

What is not Covered:

- a. Labour charges in excess of one hour;
- b. Cost of replacement parts, fuel or materials used in a repair;
- c. Toll charges, ferry charges, parking charges, traffic congestion charges;
- d. Storage charges incurred during or after the use of our services;
- e. More than 6 call outs a year;
- f. Running out of fuel, wrong fuel in vehicle, loss of keys, broken glass;
- g. Any vehicle not able to provide a serviceable and/or accessible spare tyre for wheel changes (or vehicle does not come with a spare tyre as a standard fitment);
- h. Damaged keys, key fob faults;
- i. Any campervan or any vehicle (modified to) provide living accommodation;
- j. A second use of our services if no remedial action has been taken to correct the initial fault; and
- k. Faults with a caravan or trailer (that may or may not immobilise the caravan/trailer) when the vehicle is not immobilised.

Definitions

We, Us, Our

Opteven Services UK Ltd

Head Office, Oxford House, Oxford Road, Thame, Oxon, OX9 2AH

You, Your

The person who has taken out the agreement, being a permanent UK resident

Vehicle

The vehicle owned by you and declared to us and used exclusively for Personal / non-Commercial use.

Territorial limit

The United Kingdom including Scottish Islands (Subject to approval by the provider).

Breakdown

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

In the event of a non fault road traffic accident you will be required to pay for the assistance, and submit to your insurer as a third party claim.

Recovery Operators

Opteven Services UK Ltd. This may be supplemented by the use of independent agents.

Terms and Conditions and Eligibility of Cover

- a. You or the driver must abide by the terms and conditions of this agreement at all times;
- b. Please note – our recovery operators are unable to work on unattended vehicles;
- c. The vehicle must be maintained at all times in a roadworthy condition; the vehicle must be insured, taxed and have a current M.O.T. certificate in accordance with the law. The vehicle must be regularly serviced by a V.A.T. registered garage in accordance with your manufacturer's recommendations. Failure to comply with any of the above will invalidate the agreement;
- d. Opteven Services UK Ltd only covers the vehicle registered for any driver with the owner's permission and legal capability to drive the vehicle;
- e. Cars and motorcycles (excluding campervans and vehicles with living accommodation) are eligible to be covered up to a maximum 3.5 tonnes gross weight, 5.5 metres (18 feet) in length and 2.3 metres (7 foot 6 inches) wide;
- f. Any caravan or trailer attached to the vehicle must be up to a maximum of 7.6 metres (25 feet) in length at the time of the breakdown;
- g. We reserve the right to cancel this agreement at any time, by giving you 14 days notice in writing to your last known address, and a pro rata refund will be allowable to you if no claims have been made;
- h. You can cancel this agreement within 14 days of inception/submission provided that no claims have been made, and a full refund will be made. No refund of premium will be made after this period; and
- i. Any assistance is at the discretion of the Administrator. Any breakdown discovered or believed to be excluded from the agreement is chargeable to you under current commercial rates before assistance is provided.

United Kingdom Cover

If the vehicle registered is immobilised in the UK, then you are covered for the following: -

- a. Call out and up to 1 hour's roadside assistance by one of our approved recovery operators to attend the scene of the breakdown, and where possible carry out emergency repairs;
- b. If repairs cannot successfully be carried out at the scene of the breakdown then we will pay the cost of recovery of the vehicle driver and up to 4 passengers (within a 10 mile radius, each mile thereafter will be charged at £2.05 per mile inc. VAT) to the nearest suitable garage able to effect a repair, or to your onward destination, or to your home address whichever is nearer; and
- c. If you breakdown at roadside and repairs cannot be carried out within an agreed reasonable period then you will be offered one of the following options:
 - i. The cost of alternative road or rail travel for the driver and up to 4 passengers from the scene of the breakdown to one destination within the Territorial Limits stated in this agreement, plus a return journey for one person to collect the vehicle upon completion of repairs;
 - ii. The cost of one nights accommodation up to a total of £100 a claim (excluding food and drink) in the vicinity of the breakdown for the driver and up to 4 passengers up to a maximum of £40.00 per person, subject to a maximum overall of £200.00 per claim;
 - iii. The recovery of the vehicle, the driver and up to 4 passengers to any one destination within the territorial limits; and
 - iv. The cost of suitable car hire for up to 48 hour's up to a maximum of £100.00 per claim. The maximum payable for any claim from any one breakdown including any reimbursement claim is £2,000 or the current market value of the vehicle at the time of the breakdown whichever is lower.

Important Notes

- a. We will always decide on the best possible way of offering assistance, after taking into account individual circumstances. If the assistance that we offer does not suit your requirements then you may request alternative assistance to be arranged for you at your own cost;
- b. We do not accept any responsibility for the transportation of pet animals or livestock within the vehicle at the time of the breakdown;
- c. A garage or mechanic undertaking repair work on your instruction will be acting as your agent for such repair work;
- d. If requested, you must provide evidence of servicing of your vehicle or receipts for replacement parts;

- e. Recovery cannot be used as a reason for avoiding repair costs;
- f. We reserve the right not to offer renewal of cover;
- g. We reserve the right to refuse service and cancel membership to anyone who behaves in a threatening or abusive manner to our employees;
- h. If we believe that we cannot provide an acceptable level of service to the area where your registered Home Address is located then we reserve the right to cancel your agreement and give you a full refund of your premium provided that no claim has been made on the agreement;
- i. In the event of a vehicle breakdown we will offer recovery of any caravan or trailer (within the specified restrictions);
- j. No claim will exceed the current market value of the vehicle at the time of the breakdown; and
- k. This document is subject to English law unless otherwise agreed in writing by Opteven Services UK Ltd.

General Exclusions

We will not cover the following:

- a. Vehicles that have not been regularly serviced or breakdown as a result of inadequate repair, unsuccessful DIY or any claim where no remedial action has been taken to correct the fault since we last attended your vehicle. Garage attention must always be sought after experiencing a breakdown and proof of repair obtained;
- b. Vehicles being used (or that have been modified for use) in motor racing, rallies, speed or endurance tests; hire or reward (including courtesy vehicles), vehicles not used exclusively for personal / non-commercial use or over 3.5 tonnes gross laden weight; mechanically modified vehicles requiring specialist repairers;
- c. Any liability or consequential loss arising from any act performed in the execution of the Breakdown services provided.
- d. Vehicles not in a roadworthy condition immediately prior to any breakdown;
- e. Any claim resulting in a vehicle not being repaired, or that is disposed of or scrapped;
- f. Any vehicle with living accommodation;
- g. Any claim that could be recoverable from any Insurance policy indemnity or Warranty;
- h. Any fines or penalties imposed by courts;
- i. Any charges incurred prior to notification of Breakdown and our approved repairer attending;
- j. The cost of any parts, components, lubricants or materials, food, drinks, telephone calls, petrol, oil or any other incidental expenses;
- k. Any claim where the Administrator has not been notified at least 48 hours previously of a change of vehicle;
- l. Any charges incurred resulting from you breaking down in a location that rescuing the vehicle would be unlawful (Including any legal restriction on recovering a vehicle from a European motorway);
- m. Breakdowns where your vehicle is not accessible or cannot be transported safely, legally and without hindrance using a standard transporter or trailer;
- n. Any toll charges, ferry charges parking charges or traffic congestion charges;
- o. Any costs recoverable elsewhere;
- p. A second callout when a temporary repair was earlier carried out;
- q. Any claim for assistance while money is owed to Opteven Services UK Ltd by the agreement holder;
- r. Any claims for private hire vehicles, i.e. taxis;
- s. Breakdowns caused by your vehicle running out of fuel or where assistance cannot be affected because the vehicle does not have a serviceable and/or accessible spare tyre and wheel;
- t. Claims arising from loss or damage to contents of or within your vehicle; and
- u. Claims directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; war, invasion, terrorism, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Cancellation of your Agreement

Your right to cancel. You can cancel your agreement within the cooling off period, being 14 days from the later of:

- a. The start date; or
- b. The date you receive your agreement documents.

If you do this, we will cancel the agreement with immediate effect from the day you request it and we will refund your premium in full unless you have made a claim within this cooling off period. If you downgrade your agreement after this cooling off period we will not refund premium to you; After this cooling off period you can still cancel but we will not refund any premium to you. Cancelling a Direct Debit will not always cancel your agreement, so in order to cancel you must contact Customer Services. If you have a continuous agreement, to cancel your agreement or remove a cover section you must let us know 30 days in advance, as this will give us time to make the appropriate arrangements.

Our right to cancel:

- a. If any premium for the agreement is not paid by a relevant date as stated on your schedule, we will notify you. All payments must be paid within 28 days of the relevant date, if not we may cancel your agreement;
- b. We may cancel the agreement in the event of misuse of the agreement, and we will not refund any premium; and
- c. We may cancel a continuous agreement by writing to you 3 months before the date when we intend to end the agreement.

Misuse of your Agreement

You must not:

- a. Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
- b. Persuade or attempt to persuade us into a dishonest or illegal act;
- c. Omit to tell us important facts about a breakdown in order to obtain a service;
- d. Provide false information in order to obtain a service;
- e. Knowingly allow someone that is not covered by your agreement to try and obtain service under this agreement; and
- f. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, we may:

- a. Restrict the cover available to you at the next renewal;
- b. Restrict the payment methods available to you;
- c. Refuse to provide any services to you under this agreement with immediate effect;
- d. Immediately cancel this agreement; and
- e. Refuse to sell any agreement or services to you in the future. We may also take any of the additional steps as set out above if any claim is found to be fraudulent in any way, and the agreement will be cancelled with effect from the date of the fraudulent act, and the fraudulent claim forfeited. We will not refund any premium. We will notify you in writing if we decide to take any of the above steps.

Complaints Procedure

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

Complaints Dept

Opteven
Complaints Department
Oxford House
Oxford Road
Thame
Oxon
OX9 2AH

Telephone: 0345 222 4540

Email: ukcomplaints@opteven.com

Please quote your agreement number as a reference in all correspondence.

Additional Information

Opteven Services UK Ltd is incorporated at Companies House, Cardiff, (Company Number 10843451).

Registered Office: Oxford House, Oxford Road, Thame, Oxon OX9 2AH.

It is a provider of breakdown assistance services that is exempt from authorisation under the Financial Services and Marketing Act 2000.

General Data Protection Rules

The data supplied by you will only be used by us and no other reason other than renewal and the offering of any products sold via the Administrator and its services as well as the purposes of processing your membership agreement, including underwriting, administration, motor garages, engineers, repairers, police and insurers etc. and handling any claim which may arise.

The data supplied will not be passed to any 3rd parties other than those which we have mentioned hereon. It is important that the data you have supplied is kept up to date. You should therefore notify us promptly of any changes. We may monitor and record telephone calls for service and staff training purposes.

Your Rights

You have a legal right to access your information we hold and the right to be , withdrawn, adjusted, forgotten, erased or to complain to us at any time (other than what is necessary for us to carry out our duties to you.) Your data request in the first instance will be free of charge when we make these adjustments. We will comply with your request and confirm that the correct action has been taken in such an event.

Please contact us on 0345 222 4540 or alternatively email our Data Protection Officer on ukdpo@opteven.com.

 **0345 222 4542**

 **ukclaims@opteven.com**

 **www.opteven.co.uk**

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