Breakdown Assistance Schedule - Thurlow Nunn Limited

Roadside, Recovery, At Home & Onward Travel

This schedule provides details of Thurlow Nunn Limited's Breakdown Assistance. Please read this schedule with your Breakdown Assistance Service Description (UK_SD_052017) and any further information provided.

Contact Information

	Telephone
Broken down in UK	0333 202 1861 and quote scheme reference number TN02
Hearing assistance	Textphone Prefix 18001 to access Typetalk or text us on 07855 828282.

Telephone charges

We do not cover the cost of making or receiving telephone calls. Our calls are monitored and/or recorded.

In the UK: Call charges may apply. Please check with your telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at your standard network rate.

Company

Thurlow Nunn Limited Campbells Meadow King's Lynn PE30 4YN

Policy Type

Subscription

Cover Included

Roadside – See Part A Recovery – See Part B At Home – See Part C Onward Travel – See Part D

Complaints

If you are dissatisfied with any aspect of our breakdown services:

- 1. Call us on: 01603 203050
- 2. Write to us at: Thurlow Nunn Limited Campbells Meadow King's Lynn PE30 4YN
- 3. Email us at: customercare@thurlownunn.co.uk

In the UK

Vehicles Covered and their Specifications

Vehicle Type	Max Weight (gross)	Max Length (metres)	Max Width (metres)	Max Height (metres)	Maximum Passengers (Excluding Driver)
Car	3.5 tonnes	6.4 (including tow bar)	2.55	3.0	7

motorcycles under 121cc and mobility scooters are not covered $% \left(1\right) =\left(1\right) \left(1\right$

Caravan & Trailer Specifications

(Only covered when attached to a broken down vehicle. Please see the Breakdown Assistance Service Description for more details)

Max Weight (gross)	Max Length (metres)	Max Width (metres)	Max Height (metres)
3.5 tonnes	7 (including tow bar)	2.55	3.0

Hire Car Limits

Vehicle Type	Maximum Number of Consecutive Days	Maximum Reimbursement cost per day
Car	2	£35

Onward Travel Limits

Alternative Transport

Vehicle Type	Maximum Reimbursement per person	Maximum Reimbursement per party
Car	£100	£500

Hotel Accommodation

Vehicle Type	Maximum Reimbursement per person	Maximum Reimbursement per party	Maximum Number of Nights	Maximum reimbursement per person in a Medical Emergency	Maximum reimbursement per party in a Medical Emergency
Car	£100	£500	1	100	500

Breakdown Assistance Service Description

If the vehicle breaks down, please provide us with

- Your name
- 2. Identification such as a bank card or driving licence
- 3. The **vehicle's** make, model and registration number
- 4. The exact location of the **vehicle** the road **you** are on or the nearest road junction
- 5. Your contact number
- 6. The cause of the breakdown, if you know it
- 7. Your credit card if you need additional services

If you fail to make contact within 24 hours of becoming aware of the **breakdown**, **services** may be refused in relation to the **breakdown**.

Remember

- 1. Please let **us** know if **you** have called **us** but manage to get going before **we** arrive
- 2. Only accept help from **our contractor** that has been sent to assist the **vehicle** by **us**, otherwise **we** may still charge the applicable fee
- 3. We will only provide cover if we arranged help, so please do not go directly to a garage or other recovery service

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Your cover

Definition of words

Any words in bold appearing throughout this **Breakdown Assistance** agreement have a specific meaning which **we** explain below.

"Breakdown Assistance" means the breakdown service that is subject to the terms and conditions this agreement; "breakdown"/"break down"/"broken down" means an event during the period of service that stops the vehicle from being driven because of a mechanical or electrical failure, including as a result of battery failure, broken keys to the vehicle, or flat tyres but not as a result of mis-fuel, road traffic collision, fire, flood, theft, acts of vandalism, or any driver induced fault:

"caravan"/"trailer" means any caravan or trailer that that complies with the specifications in the schedule; "call out" means each separate request for service or benefit for cover under any section of this Breakdown Assistance:

"contractor" means any person appointed by us to provide certain breakdown assistance services on our behalf; "cost plus" means on the basis that our contractor agrees to provide certain services under this Breakdown Assistance agreement. The contractor will charge us for the services you have requested at the cost, plus a handling fee of 15%:

"driver"/"their"/"you"/"your" means any driver of a vehicle at the time a breakdown occurs who is authorised to be driving the vehicle and is permanently resident in the UK;

"driver induced fault" means any fault caused by actions or omissions of the driver of the vehicle, except where covered under breakdown;

"home" means the address in the UK where the driver permanently lives;

"passengers" means the number of people permitted and travelling in the vehicle as stated on the schedule;

"period of service" means the length of time the vehicle is eligible for Breakdown Assistance as advised by us to the contractor:

"reimburse"/"reimbursement" means reimbursement by us under the "Reimbursements" section on page 4. All values are inclusive of VAT;

"roadside price" means on the basis that our contractor agrees to provide parts under this Breakdown Assistance agreement. The contractor will charge us for the parts you have requested;

"road traffic collision" means a traffic collision involving a vehicle within the UK;

"schedule" means the document entitled "Breakdown Assistance Schedule" containing important details about this Breakdown Assistance agreement such as level of service, contact details and other important information;

"services" means the services provided by us under this Breakdown Assistance agreement;

"specialist equipment" means equipment that is not normally required by our contractor to complete repairs and recoveries, for example winching and specialist lifting equipment;

"tariff list" means the agreed cost of services between us and our contractor;

"UK" means England, Scotland, Wales, Northern Ireland, and for the purpose of this **Breakdown Assistance** includes Jersey, Guernsey and the Isle of Man;

"vehicle" means a UK registered vehicle which is owned, contract hired, leased or fleet managed by us and that has been notified by us to our contractor and that complies with the specifications in the schedule. The schedule will highlight which vehicles are covered under this Breakdown Assistance;

"we"/"us"/"our" means the company highlighted in the schedule and each of its authorised agents.

Important information about our services

- 1. There are general conditions that apply to all sections. There are also specific conditions that are set out in each section. You must meet all of these conditions.
- 2. All requests for **service** must be made directly to **our contractor**.
- 3. This document sets out the provision of services between you and us.
- 4. **We** will arrange any **services** set out in this document that **you** are eligible to receive. **We** have an arrangement with the **contractor** who will provide these **services** on **our** behalf. Please note that **you** do not have any rights under the arrangements between **us** and the **contractor**.

Reimbursements

Under some sections, you may need to pay for the service up front and claim this back from us. To do so, please visit www.rac.co.uk/reimbursementclaimform. If you have any queries please contact Breakdown Customer care on 0333 202 1877. Please send your completed claim form with proof of payment (such as a receipt) to Customer Services. You may be asked to supply original documents.

Hire Car Terms

Certain sections of this **Breakdown Assistance** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

Service provided

- 1. We will arrange and pay for a small hatchback (unless otherwise stated on your schedule) until your vehicle has been fixed, up to the maximum number of days highlighted in the schedule; or
- 2. If you are not eligible for a hire car arranged by us for any reason, such as you do not meet the hire car provider's terms (e.g. you have points on your licence or do not meet the minimum age requirement of 21), and you choose to hire a car yourself, let us know before you hire a car, and then provided we have agreed the cost, we will reimburse you up to the maximum number of days as highlighted in the schedule;
- 3. If necessary, more than one replacement car will be provided if there is a person in the party travelling with **you** who can legally drive the replacement car and who can comply with the terms and conditions of the hire company used;
- 4. Where **we** arrange a hire car **we** will pay the insurance and collision damage waiver (this covers the cost of damage but **you** would still need to pay the excess).

Service not provided

- 1. Any specific car type, model or accessories, including tow bars, will not be provided.
- 2. Any cost of:
 - a) delivery and collection of the car hire and any fuel used; or
 - b) fuel while using the car hire; or
 - c) any insurance excess and additional costs.
- 3. Any replacement car hire arranged by the **driver** that has not been agreed with **us** prior to **them** making the arrangements:
- 4. Any request for car hire that is not made on the same day as the **breakdown** occurred.
- 5. Any replacement car hire arranged by **us** where the **driver** of the replacement car does not comply with the usual terms and conditions of the hire company including but not limited to age and licence restrictions. For example, requiring the **driver** to hold and present a driving licence or being able to provide a valid credit or debit card with sufficient funds available for the car hire company to take a deposit. **We** use reputable car hire companies with market standard terms and conditions.

Service Type

This Breakdown Assistance is intended to offer services relating to the breakdown of the vehicles that are owned, contract hired, leased or fleet managed by us.

This Breakdown Assistance provides services for any driver with a full, valid driving licence when driving a vehicle that has been notified by us to the contractor. Each driver must comply with the terms and conditions under this Breakdown Assistance. Any failure of a driver to do so may impact on their rights under this Breakdown Assistance, including whether services can be obtained from our contractor. Each driver is made aware of this as well as the level of services under this Breakdown Assistance.

Pre-authorisation of costs of parts

To enable **our contractor** to repair or provide a temporary repair, safely at the roadside, to a **vehicle** following a **breakdown we** have authorised the **contractor** to fit parts that cost up to the value shown in the **schedule** so that the **vehicle** can continue its journey as soon as possible with the minimum of disruption to **your** business.

Included Benefits

Urgent Message Relay

If your vehicle has broken down and you need to get in touch with friends and family urgently, we will get a message to them for you.

Replacement Driver

If you become ill during a journey in the **UK** and no one within your party can drive the **vehicle**, **we** may be able to provide you with a replacement driver. This service is discretionary, and **we** will decide whether or not to provide this service.

Additional Services

If the driver requires additional services that are not included in this Breakdown Assistance there will be a charge for these, for example to:

- 1. Purchase the parts you need to get on your way above the value shown in the schedule under Pre-authorisation of costs of parts;
- 2. Pay for specialist equipment to complete the repairs;
- 3. Receive road traffic collision assistance in the UK; or
- 4. Attend a driver induced fault.

The charge for any additional service provided or arranged by **our contractor** will be agreed with **us** when the service is requested and invoiced in accordance with the **tariff list** or at **cost plus**.

Section A: Roadside (Included - see the schedule)

Service provided

If a vehicle breaks down within the UK more than $\frac{1}{2}$ mile from your home, we will provide a contractor to either:

- 1. Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
- 2. If our contractor is unable to repair the vehicle at the roadside, the vehicle, the driver and passengers, along with any caravan or trailer attached to it, will be recovered to a destination chosen by us or the driver's choice up to a maximum of 10 miles from the breakdown.
- 3. Where parts are required to complete a repair or a temporary repair to the **vehicle**, as long as the **contractor** has the required parts and this can be done safely at the roadside, the **contractor** will proceed with the repair and fit parts, up to the value shown in the **schedule** under Pre-authorisation of costs, so the **vehicle** can continue its journey as soon as possible with the minimum disruption to **your** business.

If we recover the vehicle to a garage, we will reimburse you for taxi costs for passengers to continue their journey to a single destination within 20 miles.

Service not provided

- 1. The cost of any parts over the amount pre-authorised;
- 2. The fitting of parts, including batteries, supplied by anyone other than the contractor;
- 3. Any **breakdown** resulting from a fault that the **contractor** has previously attended and:
 - a) the original fault has not been properly repaired; or
 - b) you have not followed the contractors advice after a temporary repair; or
- 4. Recovery for caravans or trailers if your caravan or trailer breaks down.

Section B: At Home (Optional - see the schedule)

Service provided

We will provide the same cover as the "Service provided" part of Section A (Roadside) if the vehicle breaks down at, or within 1/4 mile from, your home.

Service not provided

Please see the "Service not provided" part of Section A (Roadside), which also applies here.

Section C: Recovery (Optional - see the schedule)

Service provided

If the **contractor** is unable to repair the **vehicle** under Section A (Roadside) and **you** are at least ¼ mile away from **your home**, the **contractor** will recover the **vehicle** (and any **caravan** or **trailer** attached to it) from the **breakdown** location to a single destination chosen by **us** or the **driver** within the **UK**. For long distances **we** may use more than one recovery vehicle.

<u>Please note</u>: the **driver** must arrange recovery with the **contractor** whilst at the scene.

Service not provided

- 1. Please see the "Not Covered" part of Section A (Roadside), which also applies here;
- 2. Tyre faults where the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle's** manufacturer or a locking wheel nut; or
- 3. A second recovery owing to the intended original destination being closed or inaccessible;

Section D: Onward Travel (Optional - see the schedule)

Service provided

If the **contractor** attends a **breakdown** under Sections A (Roadside) or B (At Home), and cannot fix the **vehicle** on the same day, **we** will help the **driver** by making arrangements to allow **their** journey to continue using one of the following options, subject to availability:

- 1. Hire Car;
- 2. Alternative transport; or
- 3. Overnight accommodation.

1. Hire Car

Service provided

Please see Hire Car terms on page 4.

2. Alternative transport

Service provided

If the **driver** would prefer to continue **their** journey by air, rail, taxi or public transport, **we** will **reimburse** the **driver** for a standard class ticket up to the value shown on the **schedule**, per occupant or party, whichever is less.

3. Overnight accommodation

Service provided

The **driver** may decide that waiting for the **vehicle** to be fixed is best for **them**. **We** will arrange bed and breakfast accommodation for up to the duration and value shown on the **schedule**, per occupant or party, whichever is less.

4. Assistance in a medical emergency

Service provided

We will also help if the driver or one of the passengers of a vehicle, which is not a minibus, suddenly or unexpectedly falls ill and needs medical help before the end of the journey. We will help you:

- book one night's bed and breakfast accommodation for the driver and passengers if the hospital is more than 20 miles from home. We will reimburse you up to the value shown on the schedule, per occupant or party, whichever is less: and
- 2. arrange to get the patient **home** or to a local hospital as soon as they are fit to travel.

Service not provided

We will not assist the **driver** where **they** or one of the **passengers** is taken ill during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

Section E: Motorman Call Referral (Optional - see the schedule)

Service provided

Where **we** are requested to provide assistance to a **vehicle** that is still covered by its manufacturers breakdown cover, **we** will contact the relevant provider to advise them that the **vehicle** requires assistance.

General conditions

The following conditions apply to all sections of this **Breakdown Assistance**. If any **driver** does not comply **we** may not be able to provide cover under **this Breakdown Assistance**.

- 1. You must request services directly from our contractor, as they will only provide cover if they make arrangements to help you;
- 2. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take the **vehicle** to a place of repair and this **Breakdown** Assistance will not cover this:
- 3. Our contractor will not cover any call-out where the vehicle is already at a garage or other place of repair;
- 4. Where **our contractor** deems, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **we** will not provide cover;
- 5. You must be with the vehicle when our contractor attends;
- 6. You are responsible at all times for the care of your personal belongings, valuables, luggage and goods in or on a vehicle. Our contractor will not be responsible for any loss of or damage to them;
- 7. Where our contractor recover passengers under the age of 16, they must be accompanied by an adult;

- 8. **Our Contractor** will not allow animals in their vehicles, except guide dogs. Any animals can remain in **your vehicle** at **your** own risk. The **contractor** will not be liable for any injury to animals, or damage caused by them. The **contractor** will not transport any livestock. **We** will not be responsible for any costs relating to animals;
- 9. The **vehicle** must not carry more **passengers** than the number stated in the **vehicle's** registration document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat;
- 10. Where a repair to the **vehicle** is provided, whilst the **contractor** is responsible for that repair, this does not mean that they are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility;
- 11. Our contractor will not be responsible for any losses that you incur following a breakdown that are not expressly covered by this Breakdown Assistance. For example, they will not pay for any loss of earnings or missed appointments;
- 12. **Our contractor** does not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst they will try to check that the garage will undertake the type of repairs required, they cannot guarantee this.
- 13. No responsibility will be taken for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer;
- 14. During extreme weather, riots, war, civil unrest, industrial disputes, **our contractor's** service can be interrupted. They will resume service to **you** as soon as they can in these circumstances;
- 15. The cost of the following is not covered by this Breakdown Assistance:
 - a. specialist equipment;
 - b. tolls, ferries or congestion charges for the vehicle and our contractor's vehicle;
 - c. any damage to glass even if the damage means you cannot legally or safely drive. Our contractor will arrange transport to a local garage so you can arrange to get your vehicle fixed but you will have to pay for this.
 - d. keys that are lost or stolen. We may attend and arrange service for you at an additional cost; or
 - recovery by someone other than our contractor even if this is requested by the emergency services. We
 will only provide recovery once instructed to do so by the emergency services;
- 16. In handling any **call-out** there may be more than one option available to **you** under this **Breakdown Assistance**. **Our contractor** will decide which is the most appropriate option based on their expertise in **breakdown** situations. In doing so **our contractor** will act in consultation with **you**, and act reasonably at all times;
- 17. This Breakdown Assistance does not cover:
 - a. routine servicing, maintenance or assembly of the vehicle;
 - b. caravan or trailers, except as described under Section A and C;
 - c. **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - d. breakdowns that occur off the public highway to which you or our contractor have no legal access;
 - e. the **vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
 - f. **vehicles** that are not in a roadworthy condition. If **our contractor** considers, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, they can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy, service will be provided;
 - g. any call-out that is or may be affected by the influence of alcohol or drugs; or
 - h. any breakdown that is caused by or as a result of vehicle theft or fire;
- 18. If you are asked to review and approve a document recording the condition of the vehicle, including an electronic form, it is your responsibility to ensure that the record is accurate and complete, and our contractor will not be responsible for any errors or omissions.

Misuse of this Breakdown Assistance

Each driver must not:

- 1. Behave inappropriately towards the **contractor**, including acting in a threatening or abusive manner, whether verbally or physically;
- 2. Persuade or attempt to persuade **us** into a dishonest or illegal act;
- 3. Omit to tell our contractor important facts about a breakdown in order to obtain service;
- 4. Provide false information in order to obtain service;
- 5. Knowingly allow someone that is not covered by this **Breakdown Assistance** to try and obtain **service** under this **Breakdown Assistance**;
- 6. 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:

- 1. Refuse to provide any **services** to the applicable **driver** under this **Breakdown Assistance** with immediate effect;
- 2. Refuse to sell any **services** to the applicable **driver** in the future.

We will notify you in writing in the event that action has been decided to be taken as outlined above. If any call out is found to be fraudulent in any way, this Breakdown Assistance will be cancelled immediately and we may also take any additional steps as set out above.

Complaints

We are committed to providing excellent service. However, we realise that there are occasions when you feel you did not receive the service you expected. If you are unhappy with our services at or following a breakdown, please contact us using the details provided in the schedule.