



**MOMENTUM RESCUE**



# Momentum Rescue

## Contents:

Page

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

## What to do if You Breakdown in the UK

If Your Vehicle breaks down please call Our 24 hour Control Centre on: **0333 101 4444**

International call +44 1206 714 311

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

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

N.B. If you also intend to claim under Your Momentum Warranty then you must first contact the Administrator for authorisation for repairs. Please refer to Your Momentum Warranty booklet for further details.

Please note that details of the Momentum Rescue cover may not always reach Us before assistance is required. In the unlikely event that this occurs, We will provide assistance but ask You to make immediate payment by credit or debit card before the service is dispatched. The Rescue Controller will arrange for a payment receipt to be sent to You so that You may seek reimbursement from the Administrator. If you have any questions or concerns regarding this procedure please contact Your dealer.

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

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

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

Cover will be provided as detailed below for any Breakdown in accordance with the conditions below and the breakdown contract duration You have chosen. Cover will apply within the Territorial Limits.

### A. Home Assist, Roadside Assistance and Recovery

If Your Vehicle suffers a Breakdown We will send help to the scene of the Breakdown and arrange to pay callout fees and mileage charges needed to repair or assist with the Vehicle.

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

Either:

- Arrange and pay for Your Vehicle, You and up to 6 passengers to be recovered to the nearest garage which is able to undertake the repair;

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, We will arrange for Your Vehicle, You and up to 6 passengers to be transported to Your Home Address, a repairing garage within the vicinity of Your Home Address, or if You would prefer and it is closer, Your original destination within the Territorial Limits.

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

If Your Vehicle requires recovery, You must immediately inform Our Rescue Controller of the address

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

## **B. Alternative Travel and Emergency Overnight Accommodation**

We will pay up to £250 (up to £750 in Europe if this Cover has been selected and appears on your product schedule) towards the reasonable cost of alternative transport or a hire car up to 1,600cc to allow You to complete Your original journey. We will also pay up to £100 towards the reasonable cost of alternative transport for one person to return and collect the repaired Vehicle; or

We will pay a maximum of £150 for a lone traveller or £75 per person for one night of overnight accommodation including breakfast for You and up to 6 passengers. The maximum payment per incident is £500.

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

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

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

## **C. Caravans and Trailers**

If Your Vehicle suffers a Breakdown and Your caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), Your caravan/trailer will be recovered with Your Vehicle at no extra cost.

## **D. Keys locked in car**

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

## **E. Message Service**

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

## **F. European Assistance (only if selected and appears on your product schedule)**

Cover will be provided within Europe where the maximum duration of any single trip does not exceed 90 days in any one contract year.

Please ensure You carry Your V5C registration document with You during Your journey. Due to local regulations and customs, You may be required to provide copies of Your V5C registration document. You will be held liable for any costs incurred if copies of Your V5C registration document are not immediately available.

Regulations are different when You Breakdown in Europe and help may take longer in arriving. 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 remain at the telephone number You called Us from.

For assistance in Europe, please call Us on:

**00 44 1206 714 311**

We will send help to the scene of the Breakdown and arrange to pay callout fees and mileage charges needed to repair or assist with the Vehicle.

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

Either:

- Arrange and pay for Your Vehicle, You and up to 6 passengers to be recovered to the nearest garage able to undertake the repair;

Or:

- If the Vehicle cannot be repaired within 48 hours or by Your intended return, whichever is the later, We will arrange for Your Vehicle, You and up to 6 passengers to be transported either to Your Home Address, or if You would prefer and it is closer, Your original destination within Europe.

## **IMPORTANT NOTE REGARDING EUROPEAN BREAKDOWNS**

If You have broken down on a European motorway or major public road, We are generally unable to assist You and You will often need to obtain assistance via the SOS phones. The local services will tow You to a place of safety and You will be required to pay for the service immediately. You can then contact Us for further assistance. We will pay a maximum of £150.00 towards reimbursement of the costs, but We will only reimburse claims when We are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

If You have broken down in Europe during a public holiday, many services will be closed during the holiday period. In these circumstances, You must allow Us time to assist You and effect a repair to Your Vehicle. We will not be held liable for any delays in reaching Your destination.

## **G. General Notes**

### **Vehicle Cover**

Momentum Rescue only applies to the vehicle which appears on your product schedule and which is registered with the Administrator.

### **Governing Law**

This breakdown contract shall be governed by and construed in accordance with the Law of England and Wales unless Your habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

### **Measurements**

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

### **Garage Repairs**

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

## **Definitions**

### **Accident**

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

### **Administrator**

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

### **Breakdown**

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

### **Europe**

Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (West of Bosphorus) and Vatican City.

### **Home Address**

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

### **Home Assist**

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

### **Recovery Operator**

The independent technician Call Assist appoints to attend Your Breakdown.

### **Rescue Controller**

The telephone Operator employed by Call Assist Ltd.

### **Specialist Equipment**

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

### **Suitable Garage**

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

### **Territorial Limits**

United Kingdom and Northern Ireland (the UK) and up to 90 days within Europe if the European extension has been selected and appears on your product schedule. Please note that the 90 day duration commences from the day You depart the UK and will cease upon your return to the UK.

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

Momentum Rescue

### **Vehicle**

The Vehicle listed on Your product Schedule at the time of the Breakdown including any towed caravan or trailer of a proprietary make.

### **You, Your**

The person registered with the Administrator as the owner of the Vehicle.

## Exclusions

applying to all sections unless otherwise stated

You will not be covered for the following: -

1. a) Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the Vehicle with a standard towing hitch.  
b) Breakdowns or Accidents to the caravan or trailer itself.
2. Service where glass or windscreens have been damaged.
3. Vehicles that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and Your safety is compromised.
4. Breakdowns caused by failure to maintain the Vehicle in a roadworthy condition including maintenance or proper levels of oil and water.
5. Specialist Equipment, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the Breakdown if Your Vehicle is immobilised due to snow, mud, sand, water, ice, or a flood.
6. Overloading of the Vehicle or carrying more passengers than it is designed to carry.
7. Any subsequent callouts for any symptoms related to a claim which has been made within the last 28 days, unless Your Vehicle has been fully repaired at a Suitable Garage, declared fit to drive by the Recovery Operator or is in transit to a pre-booked appointment at a Suitable Garage.
8. The recovery of the Vehicle and passengers if repairs can be carried out at or near the scene of the Breakdown within the same working day. If recovery takes effect We will only recover to one address in respect of any one Breakdown.
9. Any Vehicle which is not registered with the Administrator for Breakdown cover with Us.
10. Vehicles over 10 years old at the date this cover commenced.
11. Any request for service if the Vehicle is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
12. Minibuses, commercial vehicles, motorhomes, horseboxes, or limousines.
13. Any claims relating to the following: -
  - a) Vehicles exceeding 3,500 kg (3.5 tonnes) gross Vehicle weight.
  - b) Vehicles more than 5.18 metres (17 feet) long, 1.905 metres (6 feet 3 inches) wide and 2.44 metres (8 feet) high.
14. Assistance if the Vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
15. The cost of any parts, components or materials used to repair the Vehicle.
16. Repair and labour costs other than half an hour roadside labour at the scene.
17. The use of Specialist Equipment occasionally required because the Vehicle is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.
18. The cost of draining or removing contaminated fuel.
19. Storage charges.
20. Any claim within 24 hours of the time the cover commenced.
21. Any Breakdown that occurred before the Vehicle was registered with the Administrator.
22. More than six callouts in any one breakdown contract year.
23. Claims totalling more than £15,000 in any one breakdown contract year.
24. Any costs or expenses not authorised by Our Rescue Controllers.
25. The cost of food (other than breakfast when overnight accommodation is provided), drink, telephone calls or other incidentals.

26. Claims not notified and authorised prior to expenses being incurred.
27. The charges of any other company (including Police recovery) other than the Recovery Operator, a car hire agency or accommodation charges which have been authorised by Us.
28. Any charges where You, having contacted Us, effect recovery or repairs by other means unless We have agreed to reimburse You.
29. Any cost that would have been incurred if no claim had arisen.
30. Any false or fraudulent claims.
31. The cost of alternative transport other than to Your destination and a return trip to collect Your repaired Vehicle.
32. The cost of fuel, oil or insurance for a hire Vehicle.
33. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the Breakdown within the same working day.
34. Recovery of the Vehicle or Your transport costs to return the Vehicle to Your Home Address once it has been inspected or repaired.
35. Any damage or loss to Your Vehicle or its contents and any injury to You or any third party caused by Us or the Recovery Operator. It is Your responsibility to ensure personal possessions are removed from the Vehicle prior to Your Vehicle being recovered.
36. We will not pay for any losses that are not directly covered by the terms and conditions of this breakdown contract. For example, We will not pay for You to collect Your Vehicle from a repairer or for any time that has to be taken off work because of a Breakdown.
37. Failure to comply with requests by Us or the Recovery Operator concerning the assistance being provided.
38. A request for service following any intentional or wilful damage caused by You to Your Vehicle.
39. Fines and penalties imposed by courts.
40. Any cost recoverable under any insurance policy that You may have.
41. Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
  - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
  - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
  - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
42. Any cover which is not specifically detailed within this breakdown contract.

### **Exclusions Relating to European Assistance (only if selected and appears on your product schedule)**

1. Service where repatriation costs exceed the market value of the Vehicle.
2. The cost of recovery from a European motorway exceeding £150.00.
3. Repatriation to the UK within 48 hours of the original Breakdown, regardless of ferry or tunnel bookings for the homebound journey or pre arranged appointments You have made within the UK.
4. Repatriation if the Vehicle can be repaired but You do not have adequate funds for the repair.
5. Any claim where the duration of a single trip is planned to or subsequently exceeds 90 days.

## General Conditions

These apply to all sections of cover under this breakdown contract:

1. The driver of the Vehicle must remain with or nearby the Vehicle until help arrives.
2. If a callout is cancelled by You and a Recovery Operator has already been dispatched, You will lose a callout from Your breakdown contract. We recommend You to wait for assistance to ensure the Vehicle is functioning correctly. If You do not wait for assistance and the Vehicle breaks down again within 12 hours, You will be charged for the second and any subsequent callouts.
3. We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.
4. We have the right to refuse to provide the service if You or Your passengers are being obstructive in allowing Us to provide the most appropriate assistance or are abusive to Our Rescue Controllers or the Recovery Operator.
5. Your Vehicle must be registered to and ordinarily kept at an address within the UK.
6. Vehicles must be located within the UK when the breakdown contract commences.
7. We may request proof of outbound and inbound travel dates.
8. If in Our opinion the Vehicle is beyond economical repair or the cost of the claim is likely to exceed the market value of the Vehicle in its current condition following the Breakdown, We have the option to pay You the market value of the Vehicle in its current condition and pay Your transportation costs to Your Home Address. It will be Your responsibility to apply for a Certificate of Destruction or other such document and You will be required to pay for any storage costs whilst this is obtained. If You would prefer the Vehicle to be transported to Your Home Address or original destination, this can be arranged but You will need to pay any costs which exceed the market value of the Vehicle in its current condition.
9. We will only pay ferry and toll fees within the confines of the United Kingdom of Great Britain and Northern Ireland.
10. If We are able to repair Your Vehicle at the roadside, You must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
11. The repair must be carried out if the Vehicle is recovered to a dealership and the dealership can repair the Vehicle within the terms stated. You must have adequate funds to pay for the repair immediately. If You do not have funds available, any further service related to the claim will be denied.
12. You must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If You do not have funds available, any further service related to the claim will be denied.
13. In the event You use the service and the claim is subsequently found not to be covered by the breakdown contract, We reserve the right to reclaim any monies from You in order to pay for the service We have provided You.
14. We may decline service if You have an outstanding debt with Us.
15. If You have a right of action against a third party, You shall co-operate with Us to recover any costs incurred by Us. If You are covered by any insurance policy for any costs incurred by Us, You will need to claim these costs and reimburse Us. We reserve the right to claim back any costs that are recoverable through a third party.
16. Recovery Operators comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting Your Vehicle.
17. The transportation of livestock (including dogs) will be at the discretion of the Recovery Operator. We will endeavour to help arrange alternative transport but You will need to pay for this service immediately by credit or debit card.
18. Regardless of circumstances, We will not be held liable for any costs incurred if You are unable to make a telephone connection to any numbers provided.

19. This breakdown contract is not transferable.

20. If, in Our opinion, the Vehicle is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, We may terminate Your breakdown contract immediately notifying You, by letter to Your Home Address, of what action We have taken.

21. We will provide cover if

- a) You have met all the terms and conditions within this breakdown contract.
- b) The information provided to Us, as far as You are aware, is correct.

### **Cancellation Rights**

If We have reason to believe this breakdown contract is not being used in the spirit it was designed for or it becomes apparent there is a breakdown in the relationship between Us and You, We may cancel the breakdown contract by sending 7 days notice to Your Home Address.

This breakdown contract has a cooling off period of 14 days from the inception of the contract. If You do not wish to continue with the cover please contact Your selling dealer who will be able to cancel this product.

### **Enquiries and Complaints Procedure**

Any enquiry or complaint You have regarding Your breakdown contract should be addressed to the Administrator at:

Momentum Warranties Ltd. King James VI Business Centre, Friarton Road, Perth PH2 9HD  
email: [admin@momentumwarranties.co.uk](mailto:admin@momentumwarranties.co.uk) tel: 0344 770 4541

### **Service Provider**

Momentum Rescue is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, Registered Company Number 3668383.

### **Call Recording**

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



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