



## Be Smart Motor Breakdown Membership

### Terms & Conditions

#### Welcome

Thank you for buying our Motor Breakdown plan from Be Smart Holdings Limited.

As an independent Motor breakdown provider in the UK, we work with a network of national breakdown specialists. We provide a 24-hour, 365 days a year service through our network of recovery operators throughout the United Kingdom.

#### IMPORTANT STATEMENT OF DEMANDS AND NEEDS: PLEASE READ

This **breakdown** membership meets the demands and needs of persons wishing to ensure that they are covered in the event of a **breakdown**. As with any membership plan, it does not meet all situations and **you** should read the terms and conditions of this plan in connection with **your plan timetable** to ensure that **you** have chosen a level of membership that meets **your specific needs**.

The General Notes and Definitions detailed on pages 2 & 3 will help with the understanding of this document.



# Breakdown

# Welcome to BeSmart Utility Club

---

Thank **you** for choosing to become a Member of our Utility Club!

Please read this Terms & Conditions booklet carefully to find out about the **Motor Breakdown** cover **plans we** offer, and what is and isn't included within them. **You** will know which **plan** refers to **your** level of cover from **your Welcome Pack**.

This service is provided by **Be Smart Holdings Ltd.** registered in England and Wales.

Registered Company Number: **11823241**

Registered office address: Lynchett House, Wareham Road, Lynchett Matravers, Poole, United Kingdom, BH16 6FA.

## Who to Call if You Break Down

If **your vehicle** breaks down in the territorial limits (UK) please call our 24-hour Control Centre on:

**0800 118 2978**

If **you** are unable to make a connection on the above, please contact us on **0800 611 8111**.

If **you** are deaf, hard of hearing, or speech impaired, please email [help@besmartuk.com](mailto:help@besmartuk.com) containing **your** full name, **plan** number, **vehicle** make and registration and **plan/membership** postcode, along with the **callout** reason/car fault and **your** current location.

## Who to Contact About Your Plan

If **you** would like to speak to us about anything to do with **your plan** – from changing **your** details to resending **your Welcome Pack** – please contact us on:

Telephone	(09:30 – 17:00 Mon-Thu 09:30 – 16:30 Fri)	0800 611 8111
Email		<a href="mailto:customerservices@besmartuk.com">customerservices@besmartuk.com</a>
Website contact form		<a href="https://www.besmartutilityclub.co.uk/contact/">https://www.besmartutilityclub.co.uk/contact/</a>

Please ensure that you have your Membership Cover Number, Car Registration, your Contact Details, Name, and Address.

# Definitions

Certain words in this plan have a special meaning and these words are defined below.

To help make this **plan/membership** easy to understand, wherever they appear in the plan **we** have highlighted them in bold.

Accident	A collision immediately rendering the <b>vehicle</b> immobile or unsafe to drive.
Breakdown	An electrical or mechanical failure, flat battery, or puncture to the <b>vehicle</b> , which immediately renders the <b>vehicle</b> immobilised.
Callout	The deployment of a <b>recovery engineer to your vehicle</b> .
Commercial Use	A <b>vehicle</b> used for <b>commercial use</b> ; <b>we</b> are unable to cover those.
Home Address	The last known address within the <b>territorial limits (UK)</b> recorded on <b>our</b> system where <b>your vehicle</b> is ordinarily kept.
Home Assist / Start	This is an add-on we offer with our Motor Breakdown cover <b>plans</b> . If <b>you</b> choose to add this to <b>your plan</b> , be aware that a £35 excess applies.
Passengers	All <b>non-fare paying persons</b> travelling within the <b>vehicle</b> at the time of the <b>breakdown</b> , up to the legal carrying capacity of the <b>vehicle</b> .
Period of Membership	The duration of this <b>plan</b> as indicated on <b>your plan timetable</b> for a period not exceeding twelve months.
Plan Timetable	The document provided by the organisation <b>you</b> purchased this <b>plan</b> from detailing the <b>period of plan</b> , eligible <b>vehicle(s)</b> , and type of <b>membership</b> .
Recovery Engineer	The independent technician <b>we</b> appoint to attend the <b>breakdown</b> .
Rescue Operator	The telephone operator employed by <b>us</b> .
Specialist Equipment	Non-standard apparatus or <b>recovery vehicles</b> which in the opinion of the <b>recovery operator/ engineer</b> are required to safely <b>recover</b> the <b>vehicle</b> . <b>Specialist equipment</b> includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.
Suitable Garage	Any appropriately qualified <b>mechanic shop</b> or <b>garage</b> , which is suitable for the type of <b>repair</b> required and where the remedial work undertaken can be evidenced in writing.
Territorial Limits (UK)	Great Britain, Northern Ireland, the Isle of Man, and (for residents only) Jersey and Guernsey.
Us, We, Our	Be Smart Holdings Ltd.
Vehicle	The <b>vehicle(s)</b> specified on <b>your plan timetable</b> as being eligible for this <b>membership</b> .
You, Your, Driver, Additional / Plan Holder	The person named as the <b>plan holder</b> or <b>additional plan holder</b> in the <b>plan timetable</b> , or the <b>driver</b> of the <b>vehicle</b> as applicable.
Welcome Pack	This is the email/letter which breaks down the details of the level of cover <b>you</b> have purchased, along with important dates like incept and direct debit dates.

# What to do if You Break Down

Here's a helpful breakdown of how the process of making a breakdown claim looks.

If you are deaf, hard of hearing, or speech impaired, please email [help@besmartuk.com](mailto:help@besmartuk.com) containing your full name, plan cover number, vehicle make and registration, and plan postcode, along with the callout reason/car fault and your current location.

Please ensure that you put your hazard lights on if you break down in the middle of a journey.

## 1. Don't Panic – Here's the Essential Numbers

If your vehicle breaks down, please call our 24-hour Control Centre on: **0800 118 2978**.

If you are unable to make a connection, please contact us on **0800 611 8111**.

## 2. Very Important Details We Will Need

Please have the following information ready to provide to our rescue operator:

- Your plan cover number and vehicle registration
- Your name and return telephone number
- The precise location of your vehicle (or as accurate as you are able in the circumstances).
- What is the issue?
- How many people are in the vehicle?
- Has your vehicle been modified in anyway?
- Are you transporting any livestock, including any pets?

## 3. Your Recovery is Booked

Once we have taken your details and made all the arrangements, we will contact you via text message or call to advise which recovery engineer will be attending and how long they are expected to take (also known as an ETA). Where possible, please ensure your mobile phone is available to accept calls and text messages at all times in case we need to contact you.

You will need to be with your vehicle when the recovery engineer arrives. If you would prefer not to wait with the vehicle or it is unsafe to do so, please inform our rescue operator who will arrange a call on approach, so you have sufficient time to return to the vehicle.

## 4. Other Important Things You Should Know

It is your responsibility to guard your safety and abide by the rules of the Highway Code. Please advise our rescue operator if you feel it is not safe to remain within eyesight of the vehicle.

In the event of a breakdown on a motorway where you 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 and provide them with our telephone number to call us on your behalf.

## Types of Cover

We offer different levels of cover to suit each of our members' needs. All our plans include Roadside Assistance and Local Recovery. You can then choose how much cover your plan has, as described below:

Level of Cover	Short Description
Roadside Assistance	Included in all our plans. Assistance at the location of the <b>breakdown</b> , other than the <b>home address</b> ; jump starts, punctures and wheel changes (terms apply), up to 60 minutes of roadside assistance where possible.
Local Recovery	Our basic cover plan. Recovery of <b>your</b> broken-down <b>vehicle</b> within up to 10 miles radius of the <b>breakdown</b> location.
Nationwide Recovery	Recovery of <b>your</b> broken-down <b>vehicle</b> anywhere within the <b>territorial limits (UK)</b> .
Home Assist	Assistance at the <b>home address</b> ; jump starts, punctures and wheel changes (terms apply), up to 60 minutes of roadside assistance where possible. £35 excess applies to <u>each</u> Home Assist claim.

We also offer a range of add-ons that can be added to **your plan**; **you** can pick and choose as per **your** requirements:

- Alternative Travel UK\*
- Caravans and Trailers
- Emergency Overnight Accommodation UK\*
- Loss of Keys

## Generic Excess and Fees

We reserve the right to charge excesses and or administration fees in various instances listed below:

Mis-fuel	If <b>you</b> have put incorrect fuel in <b>your vehicle</b> , <b>you</b> will be required to pay a £69 excess before <b>we</b> can recover <b>your vehicle</b> to a <b>suitable garage</b> .
Repeat fault	If <b>you</b> request assistance for the same fault within any 90-day period <b>we</b> will charge a £79 excess.
Pre-existing fault	If <b>we</b> or our <b>recovery engineer</b> or specialist believes it is a fault that existed before the membership plan was in place, <b>we</b> will charge <b>you</b> a £79 excess.
Vehicles 10 years and older	A £45 excess is applicable against claims on vehicles 10 years and older.
Vehicle details change	A £10 administration fee applies when <b>you</b> want to change the <b>vehicle</b> on a plan purchased via special offer, e.g., with a voucher.

# Our Plans

---

Your plan will activate 72 hours after the date we receive your details. This will be reflected as your plan's Incept Date and Time on your Welcome Pack.

Please read the following benefits of your plan in accordance with the level of membership you have purchased, detailed on your Welcome Pack. Below you will find what is and isn't covered under each level of our plans.

*A more detailed list of exclusions can be found on page 13.*

## 1. Roadside Assistance & Local Recovery

The following services are provided with all levels of membership:

Roadside Assistance
<b>What is covered</b>
<ul style="list-style-type: none"><li>a) In the event of a <b>breakdown</b> within the <b>territorial limits (UK)</b>, which occurs more than a one-mile radius/straight line from <b>your home address</b> and during the <b>period of your membership</b>, we will arrange and pay for a <b>recovery engineer</b> to attend the <b>breakdown</b> and where appropriate, spend up to 60 minutes to try and repair the <b>vehicle</b>.</li><li>b) This includes:<ul style="list-style-type: none"><li>i. Jump starts</li><li>ii. Punctures and wheel changes (terms apply)</li><li>iii. Other repair that could assist in returning the <b>vehicle</b> to a driveable state, possible at the current location of the <b>vehicle</b>, up to 60 minutes.</li></ul></li></ul>
<b>What is not covered</b>
<ul style="list-style-type: none"><li>a) Punctures where a <b>serviceable spare tyre</b> or <b>puncture kit</b> is not available.</li><li>b) <b>Breakdowns</b> where <b>your vehicle</b> is at, or within a 1-mile radius of <b>your home address</b>.</li><li>c) <b>Breakdowns</b> where the <b>vehicle</b> can still be safely driven to a nearby <b>garage</b> for assistance.</li><li>d) <b>Breakdowns</b> where the damage was caused by partaking in a <b>traffic accident</b>, or driving without care.</li><li>e) <b>Non-breakdowns</b> like keys locked inside of the <b>vehicle</b> or loss of keys, issues with doors or windows, or locks not working, which prevent the <b>vehicle</b> from being parked securely, unless the fault occurs while driving and <b>your safety</b> is compromised.</li><li>f) Fuel - <b>we</b> do not provide compensation for fuel, or refill <b>your</b> tank. This includes, but is not limited to <b>vehicles</b> that have run out of fuel while driving, or when <b>you</b> are planning to travel and notice that <b>your</b> fuel gauge is low/near empty.</li><li>g) Parts – <b>we</b> do not pay for parts that need to be replaced due to damage or fault. <b>We</b> do not replace parts damaged by <b>your</b> lack of maintenance required to keep the <b>vehicle</b> road-worthy and in a driveable condition.</li></ul>

## Local Recovery

### What is covered

- a) If, in the opinion of the **recovery co-ordinator**, **your vehicle** cannot be repaired at the roadside and within 60 minutes, **we** will assist in the following way:
  - i. Arrange and pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage**, which is able to undertake the repair within 10 miles from the scene of the **breakdown**.
- b) If **your vehicle** requires recovery, **you** must immediately inform our **recovery co-ordinator** of the address **you** would like the **vehicle** taken to that is within 10 miles from the scene of the **breakdown**. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

### What is not covered

- a) Recoveries where **your** designated **address** is over 10 miles away from the scene of the **breakdown**.
- b) Punctures where a **serviceable spare tyre** or **puncture kit** is not available.
- c) Re-attends to recoveries where **your vehicle** is taken to **your home address** and **you** then want it taken to a nearby **suitable garage**, and vice versa.
- d) Recoveries where **you** request the **recovery engineer** take **your vehicle** to an address other than what **you** provided our **recovery co-ordinator** without first contacting **us** about this change.

In the case of both Local and Nationwide recoveries it is **your** responsibility to find a **suitable garage** that **you** wish to be recovered to, then provide our **recovery co-ordinator** with its address.

**You** have to tell our **recovery co-ordinator** whether the garage can accept **your vehicle** after its closing hours, or if the garage offers 24hr assistance if the recovery request comes in near to or out of hours. If our **recovery operative** cannot leave **your vehicle** at the garage because they are either not expecting it or they do not accept keys through their letter box, **we** will not be able to recover **your vehicle**.

Recovery of **your vehicle** and **passengers** must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If **you** need recovery to a garage, it is best to call **us** once a garage is contacted and booked.

## 2. Roadside Assistance, Local Recovery & Home Start

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

Please note that if you do breakdown at your registered home address, a £35 excess payment will be due before any assistance can be organised.

Home Assist	
<b>What is covered</b>	
<ol style="list-style-type: none"><li>1. We will arrange and pay for a recovery engineer to attend a breakdown at or within a 1-mile radius/straight line of your home address and where appropriate, spend up to 60 minutes to try and repair the vehicle.</li><li>2. This includes:<ol style="list-style-type: none"><li>i. Jump starts</li><li>ii. Punctures and wheel changes (terms apply)</li><li>iii. Other repair that could assist in returning the vehicle to a driveable state, possible at the current location of the vehicle, up to 60 minutes.</li></ol></li><li>3. If, in the opinion of the recovery co-ordinator, your vehicle cannot be repaired at your home address and within 60 minutes, we will assist in the following way:<ol style="list-style-type: none"><li>i. We will arrange and pay for your vehicle to be recovered to the nearest suitable garage (distance of the garage must abide by the level of cover your plan offers).</li><li>ii. If your vehicle requires recovery, you must immediately inform our rescue operator 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.</li></ol></li></ol>	
<b>What is not covered</b>	
<ol style="list-style-type: none"><li>a) Punctures where a serviceable spare tyre or puncture kit is not available.</li><li>b) Breakdowns where the vehicle can still be safely driven to a nearby garage for assistance.</li><li>c) Non-breakdowns like keys locked inside of the vehicle or loss of keys, issues with doors or windows, or locks not working, which prevent the vehicle from being parked securely.</li><li>d) Fuel - we do not provide compensation for fuel or refill your tank. This includes, but is not limited to vehicles that have run out of fuel while driving or when you are planning to travel and notice that your fuel gauge is low/near empty.</li><li>e) Parts – we do not pay for parts that need to be replaced due to damage or fault. We do not replace parts damaged by your lack of maintenance required to keep the vehicle road-worthy and in a driveable condition.</li></ol>	



### 3. Roadside Assistance & Nationwide Recovery

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

Nationwide Recovery	
<b>What is covered</b>	
<ul style="list-style-type: none"><li>a) If, in the opinion of the <b>recovery co-ordinator</b>, <b>your vehicle</b> cannot be repaired at the roadside and within 60 minutes, <b>we</b> will assist in the following way:<ul style="list-style-type: none"><li>i. Arrange and pay for <b>your vehicle</b> and the <b>passengers</b> to be recovered to the nearest <b>suitable garage</b>, which is able to undertake the repair within a reasonable time period.</li><li>ii. If <b>your vehicle</b> cannot be repaired by a <b>suitable garage</b> within the same working day, <b>we</b> will arrange and pay for <b>your vehicle</b> and the <b>passengers</b> to be recovered to the <b>home address</b>, or if <b>you</b> would prefer and it is closer, <b>your preferred destination</b> within the <b>territorial limits (UK)</b>.</li></ul></li><li>b) If <b>your vehicle</b> requires recovery, <b>you</b> must immediately inform <b>our rescue operator</b> of the address <b>you</b> would like the <b>vehicle</b> taken to. Once the <b>vehicle</b> has been delivered to the nominated address, the <b>vehicle</b> will be left at <b>your own risk</b>.</li></ul>	
<b>What is not covered</b>	
<ul style="list-style-type: none"><li>a) Recoveries where <b>your designated address</b> is further than <b>your home address</b>.</li><li>b) Punctures where a <b>serviceable spare tyre</b> or <b>puncture kit</b> is not available.</li><li>c) Re-attends to recoveries where <b>your vehicle</b> is taken to <b>your home address</b> and <b>you</b> then want it taken to a nearby <b>suitable garage</b>, and vice versa.</li><li>d) Recoveries where <b>you</b> request the <b>recovery engineer</b> take <b>your vehicle</b> to an address other than what <b>you</b> provided <b>our recovery co-ordinator</b> without first contacting <b>us</b> about this change.</li></ul>	

In the case of both Local and Nationwide recoveries it is **your** responsibility to find a **suitable garage** that you wish to be recovered to, then provide **our recovery co-ordinator** with its address.

**You** have to tell **our recovery co-ordinator** whether the garage can accept **your vehicle** after its closing hours or if the garage offers 24hr assistance if the recovery request comes in near to or out of hours. If **our recovery operative** cannot leave **your vehicle** at the garage because they are either not expecting it or they do not accept keys through their letter box, **we** will not be able to recover **your vehicle**.

Recovery of **your vehicle** and **passengers** must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If **you** need recovery to a garage, it is best to call **us** once a garage is contacted and booked.

### 4. Roadside Assistance, Nationwide Recovery & Home Start

If **you** have opted and paid for Roadside Assistance, Nationwide Recovery & Home Start it includes all of the same benefits as Roadside Assistance and Nationwide Recovery, with the addition of **Home Assist**. **You** can find details of these in the previous plan sections.

Please note if **you** do **breakdown** at **your registered home address**, a £35 excess payment will be due before any assistance can be organised.

## Add-Ons We Offer

The below add-ons can be added to **your plan**, according to the details and rates on our website. These do not come already added to any of our plans. If you wish to add one or more of the below, please let us know via phone, email, or our website contact form.

### Alternative Travel UK\*

If you have selected to include this additional service and if highlighted on your membership plan, We will pay up to £250 towards the cost of alternative transport or a hire vehicle up to 1600cc to allow you to complete your original journey. We will also pay up to £150 towards the cost of alternative transport for one person to return and collect the repaired vehicle.

### Emergency Overnight Accommodation UK\*

If you have selected to include this additional service and if highlighted on your membership timetable, We will pay up to £150 for a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for the passengers whilst your vehicle is being repaired. The maximum Emergency Overnight Accommodation payment per incident is £500.

Emergency Overnight Accommodation and Alternative Travel benefits are available under the following conditions following a breakdown in the territorial limits (UK):

- 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 the most cost-effective option for us is.

### Caravans and Trailers

If you have selected to include this additional service and if highlighted on your membership plan in the event of a breakdown where your caravan/trailer is attached, providing the caravan/trailer is fitted with a standard 50mm tow ball coupling 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.

### Loss of Keys

If you have selected to include this additional service and if highlighted on your membership plan: if you lose, break, or lock your vehicle keys within your vehicle, we will pay the callout and mileage charges back to the recovery operator's base or your preferred destination if closer. All other costs incurred, including any specialist equipment needed to move the vehicle, will be at your expense.

\*These services may 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 operator. The plan will only pay for a hire vehicle which we deem is appropriate for your requirements and is available at the time. We will only reimburse claims when we are in receipt of valid proof of payment.

# General Notes and Conditions

---

These are terms that apply to all **plans we** offer. Please read through them carefully.

- 1) **We** can usually provide assistance for services which are not covered under this **plan**. All costs (including an administration fee of £15.00) must be paid for immediately by credit or debit card before anything is booked.
- 2) Our **plan** only caters for the **vehicle** registered on **our** database; any change must be reported immediately by contacting **us** via phone, email, or website contact form. Please provide **us** with **your plan cover number**, the new registration, make, model, manufacturer year, the colour of **your vehicle** and the date **you** wish to make the change from. Please be aware that a £10 administration fee applies for discounted **plans**.
- 3) To help **us** provide a quality service, **your** telephone calls may be recorded but will only be shared with partner organisations directly relevant to the **breakdown** service **we** provide.
- 4) This plan will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales, unless **you** live in Jersey, in which case the law of Jersey will apply, and the Jersey courts will have exclusive jurisdiction.
  - a) The contractual terms and conditions, and other information relating to this contract will be in the English language.
- 5) 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.
- 6) **Garage Repairs**: Any repairs undertaken by the **garage engineer** at their premises are provided under a separate contract, which is between **you** and the **garage engineer**. **We** do not provide compensation for any works done to **your vehicle** at a **garage you** requested **us** to take **your vehicle** to.
- 7) Multiple **vehicle** policies must be registered to one **home address** within the **territorial limits (UK)**.
- 8) **Signing Documentation**: **You** may be asked to sign documents by the **recovery operator/engineer**, which relate to the service being provided. Whilst **you** are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until **you** have read and understood the content in full. In the event **you** require assistance with understanding such documents please contact **us** on **0800 611 8111**.
- 9) Emergency repairs undertaken at the roadside by **recovery engineers** cannot be guaranteed and, in some cases, will not be attempted. Due to the nature of a roadside assistance, it is not always possible for **recovery engineers** to accurately diagnose the fault with the **vehicle**, or state whether the **vehicle** is in a roadworthy condition or otherwise safe to drive. **Recovery engineers** are not instructed to conduct **vehicle** health inspections.
- 10) **We** will provide a **membership plan** if:
  - a) **You** have met all the terms and conditions within this plan.
  - b) The information provided to **us**, as far as **you** are aware, is correct.
  - c) Details of **your plan** may not reach **us** by the time assistance is required. In this unlikely event, **we** will assist **you**, however before assistance can be provided, **we** will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If **we** receive confirmation that **you** have adequate **membership plan** the reserved funds will be released. If **we** receive confirmation that **you** do not have adequate **membership plan**, **we** will take payment for any other costs.

- 11) The **driver** of the **vehicle** must remain with or nearby the **vehicle** until help arrives.
- 12) If a **callout** is cancelled by **you** and a **recovery engineer** has already been dispatched, **you** will lose a **callout** from **your plan**. **We** recommend **you** 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**. **We** reserve the right to cancel **your plan** if, in **our** opinion, **you** have cancelled or stood down **callouts** on more than one occasion.
- 13) **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
- 14) **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 operator or engineer**.
- 15) The **vehicle** must be registered to and ordinarily kept at an address within the **territorial limits (UK)**, and **you** must be a permanent resident within the **territorial limits (UK)**.
- 16) **Vehicles** must be located within the **territorial limits (UK)** when **plan** is purchased and commences.
- 17) When **you** contact **us** for assistance **we** may ask if **your vehicle** has been modified. **We** must be advised the correct information at this time. If **we** are not made aware and **we** are unable to provide service promptly or efficiently through the **recovery operator or engineer**, **you** will be charged for any additional costs incurred.
- 18) If, in **our** opinion, the cost of the claim is likely to exceed the market value of the **vehicle** in its current condition following the **breakdown**, the **vehicle** will be deemed **beyond economical repair**. **We** will not contribute to the cost of this **repair**, and will cancel **your plan** with immediate effect.
- 19) 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. If **you** do not have sufficient funds to pay for the parts, all further **membership** and **plan** for the claim for this product will cease.
- 20) In the event that **you** use the service, and the claim is subsequently found not to be covered by the plan **you** have purchased, **we** reserve the right to reclaim any monies from **you** in order to pay for this service.
- 21) **We** may decline service if **you** have an outstanding debt with **us**.
- 22) 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.
- 23) **Recovery engineers** 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**.
- 24) The transportation of livestock (including pets) will be at the discretion of the **recovery engineer**. **We** will attempt to help arrange alternative transport if necessary, but **you** will need to pay for this service immediately by credit or debit card.
- 25) 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.
- 26) If **you** need **us** to send **you** an additional copy of **your welcome pack** information in the post in any contractual year, an administration fee of £10 will be applied for each copy sent.
- 27) The **plan/membership** is not transferable.

# Exclusions

---

These terms apply to all **plans we** offer, unless specified otherwise. This **membership does not** include the following:

1. Caravan/trailer repair:
  - i. Any caravan/trailer where the total length exceeds 7 meters/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the **vehicle** with a standard 50mm tow ball coupling hitch.
  - ii. **Breakdowns** or **accidents** to the caravan or trailer itself.
2. Assistance following a **traffic accident**, theft, fire, or vandalism.
3. A **vehicle** with a gross **vehicle** weight of 3.5 tonnes (3,500kg) or more.
4. A **vehicle** that's width is 8ft 3in (2.55m) or more, which constitutes the overall width of the **vehicle** bodywork excluding mirrors, measured at the widest points.
5. **Vehicles** used for **business/commercial** use.
6. Any costs incurred to attend the **vehicle** due to faults with electric windows, sunroofs, broken windows/windcreens, or locks not working, which prevent the **vehicle** from being parked securely, unless the fault occurs while driving and **your** safety is compromised.
7. **Breakdowns** caused by failure to maintain the **vehicle** in a roadworthy condition, including the routine servicing of the **vehicle** in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.
8. Costs incurred in addition to a standard **callout** where service cannot be undertaken at the roadside because the **vehicle** is not carrying a **serviceable spare wheel**, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters.
9. **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 flood.
10. **Breakdowns** caused by overloading of the **vehicle** or carrying more **passengers** than it is designed to.
11. 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 engineer**, or is in transit to a pre-booked appointment at a **suitable garage**.
12. 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 **vehicle** and **passenger** recovery is required, **we** will only recover to one address in respect of any one **breakdown**.
13. Any **vehicle** which is not listed on **your plan timetable** as being eligible for **breakdown** cover with **us**.
14. 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, speed trial or practice for any of these activities.
15. Assistance if the **vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy, or dangerous to transport.
16. The cost of any parts, components, or materials used to repair the **vehicle**.
17. Repair and labour costs other than an hour's roadside labour at the scene.
18. 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 assistance.

19. Storage charges.
20. Any claim within 72 hours of the time the **plan** is purchased; any **breakdown** that occurred before the **membership** commenced, the **vehicle** was placed on the **plan**, or before the **plan** was upgraded.
21. More than six **callouts** per **vehicle** in any one **period of membership**. Should **you** change **your vehicle** midterm, the number of **callouts** provided to the previous **vehicle(s)** will be carried forward.
22. Claims totalling more than £15,000 in any one **period of membership**.
23. Any costs or expenses not authorised by **our rescue operators** prior to being incurred.
24. The cost of food (apart from breakfast when overnight accommodation is provided), drinks, telephone calls, or other incidentals.
25. Any charges where **you** or the **Emergency Services** arrange assistance or **repairs** by other means unless **we** have agreed to reimburse **you**.
26. Any damage or loss to **your vehicle** or its contents caused by the **recovery engineer**. It is **your** responsibility to ensure personal possessions are removed prior to **your vehicle** being transported.
27. Nothing in this **plan** or **membership** limits **our** liability for death or personal injury caused by the negligence of **us** or **our** employees, or for any liability which may not lawfully be limited or excluded. This plan is not a motor liability insurance policy within the meaning of **Part VI of the Road Traffic Act 1988**.
28. Any charges where **you**, having contacted **us**, affect 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**, or **claims** called in by someone other than **you** or the **additional plan holder**.
31. The cost of fuel, oil, or any insurance/excess in relation to a **claim** for a hire **vehicle**.
32. 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.
33. Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired.
34. **We** will not pay for any losses that are not directly covered by the terms of this **plan/membership**. For example, **we** will not pay for any time that has to be taken off work because of a **breakdown**.
35. Any cost incurred as a result of **your** failure to comply with requests by **us** or the **recovery operator / engineer** concerning the assistance being provided.
36. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**.
37. Fines and penalties imposed by courts.
38. Any cost recoverable under any insurance policy that **you** may have.
39. Direct or indirect loss, damage or liability caused by, contributed to, or arising from:
  - i. Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
  - ii. The radioactive, toxic, explosive, or other hazardous properties of any nuclear assembly or nuclear component thereof.
  - iii. Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, rebellion, revolution, military, or usurped power.
40. Any **membership** which is not specifically detailed within this plan.



# Cancellation Rights

This **plan/membership** has a cooling off period of 14 days from the time **you** receive this information or from the purchase date, whichever is later. If **you** do not wish to continue with the **plan** in this time period, **we** will provide a refund of premium paid, providing no **claim** has been made.

**You** may cancel **your plan** after the 14-day cooling off period, but no refund of premium is available. A refund of payment is not available for **plans** where the **period of membership** is less than one month.

**We** have the right to cancel this **plan/membership** at any time by sending 7 days' notice via email or letter to **your home address**, however **we** must have valid reasons to do so. Valid reasons include, but are not limited to:

Refusal of service	<b>We</b> are entitled to refuse service at <b>our</b> discretion.
Suspected or proven fraud	If <b>we</b> suspect or find out that the <b>plan</b> was set up fraudulently, <b>we</b> will cancel it down with immediate effect. This can be due to: <ul style="list-style-type: none"> <li>• Bank details used not belonging to the <b>plan holder</b>, especially where the owner of the bank details contacts <b>us</b> to report fraud.</li> <li>• The contact details provided are not for the <b>plan holder</b> but for a private citizen who does not know about <b>us</b>, or the <b>plan</b> being set up at all.</li> <li>• Car details which flag up as untaxed or having had no MOT in a long time.</li> </ul>
Non-payment of premiums	If one or more premiums are not successfully collected via direct debit, <b>we</b> have the right to cancel <b>your plan</b> following contact attempts to collect the outstanding balance.
Ineligible plan	<b>Your plan</b> no longer, or never did meet <b>our</b> criteria. <b>We</b> will tell <b>you</b> which criteria applies to the cancellation; these can be found in the <b>Exclusions</b> section of this booklet.
Unacceptable behaviour	If <b>you</b> are threatening or abusive to <b>our</b> staff or the people <b>we</b> instruct to assist with <b>your breakdown</b> , including the <b>recovery operators</b> and <b>engineers</b> . <b>We</b> have the right to refuse assistance with <b>your claim</b> and cancel <b>your plan</b> with immediate effect.
Previous cancellation	If <b>we</b> have previously cancelled <b>your plan</b> for one of the aforementioned reasons, or <b>we</b> chose not to renew <b>your plan</b> at <b>our</b> discretion, and <b>you</b> attempt to resubmit <b>your</b> details to <b>us</b> to re-join, be it directly via <b>our</b> website or through one of <b>our</b> affiliates.
Excessive Usage	Regardless of level of cover, <b>we</b> reserve the right to limit service or entitlements to <b>you</b> where, in <b>our</b> opinion, <b>your</b> service use is deemed excessive or unreasonable. If <b>we</b> identify a trend of excessive usage, <b>you</b> will be notified that any further assistance provided by <b>us</b> will be chargeable, or <b>we</b> reserve the right to cancel <b>your cover plan</b> .

In such situations, providing no **claim** has been made, **we** will refund the unexpired portion of **your** premium if it's within the 14-day cooling off period.

To cancel **your plan**, **you** must contact **us** with this request. This can be done via email, phone call, or through **our** website contact form. Please make sure that **you** provide **your** membership number and car registration, along with **your** contact details so that **we** can process this for **you** in a timely manner.

Please be aware that cancelling **your** direct debit at the bank does not automatically cancel **your plan**. **We** will contact **you** to make sure that this was not done by accident, and if it wasn't then **we** will take **you** through the cancellation process.

Please call the organisation you purchased our plan from to discuss any refunds for vouchers.

# Renewal

We reserve the right and are entitled not to renew annual cover, or to change your premium.

## Renewal of Annual Cover

We will notify you 2-4 weeks prior to your Renewal Date whether we'll renew your plan, and any changes to the premium and/or level of cover you have with us. All relevant details of your renewal will be sent to you in a Renewal Notification via email (if you do not have an email address we will contact you with alternate options).

If you pay by Direct Debit or have made a one-off payment for 12 months of cover and have provided us with your bank details, your cover will renew automatically unless:

- You tell us you don't want to renew\*; or
- We tell you that we will not renew your plan.

If you have provided us with your bank details but have had 12 months of cover for free, a Direct Debit will be automatically set up for you in time for your renewal.

\* If you don't tell us you do not wish to renew your plan within 14 days of your Renewal Date, no refund will be provided.

If you have not provided us with your bank details due to having 12 months of cover for free (either due to a special offer or having purchased a voucher code) we will contact you following sending your Renewal Notification to gain your bank details and give you the opportunity to discuss your renewal if you wish.

If we cannot make contact with you for whichever reason, or you refuse to provide us with your bank details, we will cancel your plan at the point of renewal (your Renewal Date).

## Renewal Refund

As mentioned before in the Terms, we will provide a refund of premiums within the 14 days cooling off period. This also applies to renewals.

If you contact us to cancel the renewal of your plan within 14 days of the Renewal Date on your renewal notification, we will cancel the auto renewal and the direct debit set up in time for it. If a payment is already showing as "submitted" on our banking system, we will refund it as soon as it shows as "collected". This takes around 7 to 10 working days.

If you contact us to cancel your renewal after 14 days of the Renewal Date on your renewal notification, we will not be able to provide you with a refund. We will provide cover for the month the payment covers, then cancel your plan in time for the next Direct Debit date. The Direct Debit will be cancelled before another payment can be submitted, and a cancellation confirmation will be sent acknowledging the cancellation of your plan.

## Changes to Terms and Conditions

We are entitled to make changes to our Terms and Conditions at any point during the year. If we need to make changes for legal or regulatory reasons we will give you at least 2 weeks' notice.

If you are not happy with the changes made to the Terms and Conditions you are entitled to cancel your plan within 14 days of notification.



## Direct Debit – Recurring Payments

If you provide us with your bank details upon signing up for one of our plans, or at any point during the duration of your membership, we reserve the right to use these to set up a direct debit to collect premiums in accordance with the level of your cover for the duration of your plan. A Direct Debit Guarantee is sent to you upon the direct debit being set up.

We will always let you know before a direct debit is set up:

New Plan	If you sign up for a Motor Breakdown cover plan with us, which is not free due to a special offer or voucher, we will set up a Direct Debit for the amount shown upon sign-up and within your Welcome Pack using the bank details provided by yourself.
Renewal	A direct debit will be set up in time for your Renewal Date, as long as you have provided us with your bank details at any point during your membership. We will notify you of this 2-4 weeks beforehand within your renewal notification. If we do not already have your bank details on file we will contact you to gain these before your plan renews.
Add-ons	If you decide that you would like to add one or more of our add-ons at any point of your membership we will create a direct debit in accordance with the prices of those add-ons. If we do not already have your bank details on file, we will ask you to provide these before the add-ons are applied to your plan.

## One-off Payments

If you would like to make a one-off payment for your next 12 months of cover, you can let us know and we will amend your plan to express this. The one-off payment can be collected over the phone or using a payment link, which we will send to your email address.

If you make a one-off payment for 12 months of cover, but then decide that you wish to cancel your plan for any reason within 14 days of your Renewal Date, we will refund you this payment in full.

If you contact us to cancel your plan after the 14 days cooling off period and you have paid for 12 months of cover in a one-off payment, we will refund only the amount for months not used – e.g., if you contact us 15 days after Renewal Date, we will refund you the amount of 11 months of cover, and so on.

If you make a one-off payment for 12 months of cover at a promotional price (due to a voucher, offer, discount, etc.) and you contact us to cancel after the 14 days cooling off period, we will not be able to provide you with a refund. Your plan will run until the 12 months of cover run out, at which point your plan will be cancelled in time for your Renewal Date.

## Our Promise To You

---

We aim to provide a high standard of service. Please telephone us if you feel we have not achieved this, and we will do our best to rectify the problem immediately.

### Complaints Procedure

Any complaint you have regarding your plan should be addressed to:

Customer Services, Be Smart Ltd

Streate Place 1st Floor, St. Peters Road, Bournemouth, United Kingdom, BH1 2LT.

And emailed to: [complaints@besmartuk.com](mailto:complaints@besmartuk.com)

Please include the details of your plan and in particular your plan/membership number, to help your enquiry to be dealt with speedily.

We promise to:

- acknowledge your complaint within three working days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint when we send our acknowledgement letter; and
- respond to your complaint within eight weeks. If this is not possible for any reason, we will write to you to let you know when we will contact you again.

If you remain dissatisfied with our final decision or if you have not received our final decision within 8 weeks of us receiving your complaint, short of court action, you can ask Office of Fair Trading or Citizens Advice Bureau for further advice.

### Be Smart Privacy Policy

Sharing your personal data:

We will only share your personal data in the following circumstances:

- it has been authorised by you;
- it is with regulatory bodies;
- it is with fraud prevention and credit reference agencies;
- it is required by law;
- it is provided to recovery operators/engineers or other suppliers as required to fulfil our contractual and legal obligations in plan wording and in which case your personal data will be limited to the minimum ordinarily required for service provision only; additionally, these suppliers will only be able to use your personal data to provide the specific services described in this plan.

## Your rights:

Under the terms of Data Protection Legislation, **you** have a number of rights in relation to the personal data **we** hold about **you**:

- the right to ask for a free copy of any personal data **we** hold about **you**;
- the right to ask for correction of any inaccurate personal data held;
- object to the use of **your** personal data for direct marketing;
- withdraw any permission **you** have previously given to **us** to process **your** personal data;
- complain to the Information Commissioner's Office if **you** are not satisfied with **our** use of **your** data;
- ask for **your** personal data to be deleted from **our** system/database.

Please note that there are times when **we** will not be able to delete **your** data. This may be as a result of **us** fulfilling **our** legal and regulatory obligations, or where there is a minimum, statutory period of time for which **we** have to keep **your** personal data. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Should **you** wish to exercise any of **your** rights under the Data Protection Legislation, please direct enquiry to the Data Protection Officer, Be Smart Holdings Ltd:

Email	<a href="mailto:customerservices@besmartuk.com">customerservices@besmartuk.com</a>
Letter	Strete Place 1st Floor, St. Peters Road, Bournemouth, United Kingdom, BH1 2LT

## Collecting your personal data:

When **you** apply for a **breakdown plan** with **us**, **we** will collect a variety of information about **you** including **your** personal data such as **your** name, address, contact details, and IP address (which is a unique number identifying **your** computer). Where relevant, **we** will also collect special categories of data (sensitive data) about **you** such as details regarding **your** health.

**We** will also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to this industry; and firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

## Using your personal data:

The main reason **we** collect **your** personal and/or special categories of data is because **we** need it to provide **you** with the appropriate membership plan as well as to manage **your** membership which may include handling a claim or issuing documentation to **you**. **Our** assessment of **your** plan application may also involve an automated decision to determine whether **we** are able to provide **you** with a quotation. If **you** object to **your** data being processed by automated decision-making, then **we** will not be able to provide **you** with a **breakdown plan**.

**We** will also use **your** data where **we** feel there is a justifiable reason for doing so for example: to collect information regarding **your** past policies; carry out research and analysis (including profiling); and record and monitor calls.

## Keeping your personal data:

Your data is considered to be an important asset to us and as such we make every effort to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure, or destruction.

Measures we take to keep your personal data secure include, but are not limited to:

- making regular backups of files;
- protecting file servers and workstations with virus scanning software;
- using a system of passwords so that access to data is restricted;
- allowing only authorised staff into certain computer areas;
- using data encryption techniques to code data when in transit;
- ensuring that staff are only given sufficient rights to any systems to enable them to perform their job function.

## Use and storage of your personal data:

We will retain your personal data for a maximum of seven years from the end of the relationship with Be Smart, in line with our legal and regulatory requirements. In any situation where the retention period is longer, we will inform you of this.

Where possible, we will anonymise or remove your personal data that is no longer required for the purpose(s) for which it was obtained.

Your data may be transferred to, stored, or processed outside the European Economic Area (EEA) - see our online Privacy Policy for full details. We will not transfer your data outside the EEA unless it is to a country which is considered to have equivalent data protection laws or where we have taken all reasonable steps to ensure the recipient company has suitable standards in place to protect it.

