Personal Breakdown Cover Policy Wording

1 June to 30 September 2017 - v1

Your Journey
Our World

Thank you for choosing personal breakdown cover from the ETA.

You will have already noticed that we are different.

Over the last 27 years, we have earned a reputation for being efficient, friendly and environmentally friendly. Our growth over that time has never been at the expense of our excellent customer service; we have an average response time of under 40 minutes and fix over 80 per cent of vehicles at the roadside.

Much has changed over the last two-and-a-half decades on Britain's roads, not least the relentless increase in the number of cars. The tally is 30 million, and yet fewer than 5,000 of the vehicles registered in 2013 were ultra-low emission. The need to improve the environmental performance of the cars we drive, but more importantly, the way we use them, is as great today as when we started the ETA in 1990.

As part of our continuing commitment to the environment, we work hard to promote safer and more sustainable transport. When you buy a policy from us, you help fund campaigns such as our Safer Crossings campaign, a project that helps local community groups and schools get zebra crossings installed on the streets that need them most. Thank you for helping to make this work possible.

On behalf of our team, I welcome you to the ETA and wish you safe travels this year.

Best wishes

Andrew Davis
Managing Director

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Useful Numbers

Useful numbers	
Vehicle breakdowns in Britain (calls from mobiles or landlines charged at local rates)	**08000 737 283 or 0333 0000 999**
Auto Repair claims	**0333 5555 999**
Bicycle breakdowns in Britain	**0333 000 1234**
Vehicle breakdowns in Europe	**0044 1206 771 714**
Legal advice	**0345 389 1050**
If you are hard of hearing you can TEXT us on	**07876 557 244**

Key Information

keyfacts

Your Breakdown Cover

ETA Personal Breakdown covers the policy holder as the driver or passenger in any **eligible vehicle**. There are two levels of cover to choose from: Comprehensive or Comprehensive with Europe.

Roadside Assistance

Break down anywhere in Britain and we'll give you up to an hour's free labour at the roadside. If we can't get you moving, we will recover you to a local garage and cover the cost of your repairs (refer to page 10 for full details).

Home Rescue

Covers you should you break down at home.

National Recovery

We will recover you and your passengers to anywhere in Britain, or provide onward travel to complete your journey and a return journey for the driver to collect the vehicle once it has been repaired.

Hotel and Car Hire

Five-day car rental or overnight hotel stay.

Europe

Extends your cover to the rest of Europe.

(Only available if you have purchased this option)

Significant exclusions

(full details within your breakdown insurance policy wording)

- Vehicles greater than 3.5 t gross laden weight.
- Taxis or private hire vehicles.
- Recovery of caravans and trailers that do not have standard 50 mm tow couplings.
- For new and upgraded policies, claims within the first 24 hours of the purchase date of the policy.
- Vehicles 20 years old and over at the start of the policy are not covered outside Britain.

The legal bit

Please take time to read the attached full policy document to make sure you understand the cover provided.

This summary does not form part of your contract of insurance.

Your cover is valid until the date specified on your ETA documentation. Please refer to your ETA documents, which are provided when the policy is issued or amended and will detail the type, level and period of insurance provided.

The insurance is underwritten by UK General Insurance Ltd, on behalf of Great Lakes Insurance SE, registered in England number SE000083; registered office:

Plantation Place,
30 Fenchurch Street,
LONDON
EC3M 3AJ.

Policies and reimbursement claims are administered by

ETA Services Ltd,
68 High Street,
WEYBRIDGE,
KT13 8RS.

Breakdown claims are administered by

Call Assist Ltd,
Axis Court,
North Station Road,
COLCHESTER,
CO1 1UX.

Auto Repair claims are administered by

MB&G Insurance Ltd,
21 Howard House,
Howard Street,
NORTH SHIELDS,
NE30 1AR

Premium

In return for the payment of your premium we will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by us and during the period of cover.

Cancellation right

Annual Policies

You have the right to cancel this policy within 14 days of the start date of the policy without giving any reasons and you will receive a full refund unless a claim has been made. We may keep an amount that reflects the administrative costs of arranging and cancelling the policy. Should you cancel after 14 days we will refund you with an amount proportionate to the unexpired period remaining on the policy, unless a claim has been made.

Monthly Policies

You have the right to cancel this insurance within 14 days of the start date of the policy, without giving any reasons, and you will receive a full refund unless a claim has been made. We may keep an amount that reflects the administrative costs of arranging and cancelling the policy.

Should you cancel after 14 days no refund will be due and we will stop any future monthly payments being taken.

The ETA reserves the right to withdraw and cancel insurances if you fail to pay premiums or instalments of premiums on demand, or fail within seven days of a written request from us, to provide any documentation or information required by us. In the event of our cancelling a policy after its beginning or its renewal, our fees or commission will not be returnable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include, but are not limited to:

a) Fraud

b) Non-payment of premium

c) Threatening and abusive behaviour

d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full, you will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Compensation scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). You might be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Data Protection Act 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

BREAKDOWN INSURANCE arranged by **ETA** Services Ltd with UK General Insurance Limited on behalf of Great Lakes Insurance SE, registered in England, No.SE000083, registered office:

Plantation Place,
30 Fenchurch Street,
LONDON,
EC3M 3AJ.

ETA Services Ltd and UK General Insurance Ltd are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This information can be verified on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear in bold print:

Bicycle means any bicycle, adult tricycle or tandem, which is **your** property, or for which **you** are legally responsible. This includes any mechanically or electrically assisted bicycle weighing less than 60 kg and with an output not exceeding 250 w/15.5 mph.

Breakdown/broken down means an electrical or mechanical failure, or a road traffic crash, or damage caused by vandalism or theft or fire, which immediately renders the **vehicle** immobilised or dangerous to drive. This definition shall also include lost, snapped or stolen keys, lack of fuel and putting the wrong fuel in the **vehicle**.

Britain means Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

Claims administrator (Auto Repair) means MB&G Insurance Services Ltd.

Claims administrator (breakdown) means Call Assist Ltd.

Consequential loss means any other costs which are directly or indirectly caused by the event which led to **your** claim unless specifically stated in this policy. An example of consequential loss is the loss of use of the **vehicle** while waiting for recovery or any costs associated with not reaching / arriving at **your** destination.

Eligible vehicle means a privately used, non-commercial vehicle which falls within **our** weight and size restrictions.

ETA means ETA Services Ltd, the policy administrators of this scheme.

European Union means territories of the member states that are governed by European Union law, including Norway and Switzerland.

Home means the address last notified to the **ETA** as **your home**.

ICME means the Institute of Chartered Mechanical Engineers.

Market value means the value of the insured **vehicle** will be determined by reference to Glass's Guide retail value at the time of the claim.

Mechanical and/or electrical breakdown/failure means internal failure which is hereby defined as the actual and sudden mechanical or electrical failure or breakdown of an item, and results in the sudden stoppage of its normal functions, which necessitates repair or replacement to resume those functions. Failure or breakdown, which ultimately results from **wear and tear**, is excluded.

Pay and claim means **you** are initially responsible for any costs for which **we** may reimburse **you** for.

Period of insurance means the period specified on **your ETA** documentation from the date of acceptance by **us** of the **breakdown** insurance, provided that the appropriate premium has been paid.

Personal breakdown is a service that covers **you** in any **vehicle** or on any **bicycle** provided **your** details are registered with the **ETA** for **personal breakdown**. **You** are covered for any **vehicle** or **bicycle** in which **you** may be travelling, provided that **you** are in possession of identification at the time of the **breakdown**.

Suitable garage means a garage that is able to undertake the repair of the **vehicle**.

Specialist equipment Means non-standard apparatus or recovery vehicles which, at the discretion 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 or crane lifts.

Vehicle means a motorised means of transport, which has been registered with the DVLA.

We/Our/Us/Insurer UK General Insurance Limited on behalf of Great Lakes Insurance SE.

Wear and tear means the gradual deterioration associated with normal use and age of the **vehicle** and its components.

You/Your/Insured means the owner or driver (provided that such driver has the permission and consent of the owner and is legally allowed to drive the vehicle) together with all non-fare paying passengers (travelling legally) in accordance with the limits specified under **your** level of cover. This definition also extends to a company.

Details of cover

ETA Personal Breakdown covers the policy holder as the driver or passenger in any **eligible vehicle**. There are two levels of cover to choose from: Comprehensive or Comprehensive with Europe.

Household discount

A discounted rate is available for up to five people living in the same household.

Weight and size restrictions

Vehicles:

Maximum **vehicle** weight: 3.5 t (gross **vehicle** weight)

Maximum **vehicle** length: 5.19 m

Maximum **vehicle** width: 1.91 m

Maximum **vehicle** height: 2.43 m

Caravans and trailers:

Maximum length: 7 m (subject to the caravan or trailer being fitted with a standard 50 mm tow coupling).

The maximum combined length of **vehicle** and trailer must not exceed 12.19 m.

Please note that the limits detailed above are the maximum covered by any of **our** cover levels.

Roadside Assistance

If **your vehicle** suffers a breakdown or is involved in a crash over a quarter of a mile from **your home**:

- **We** will offer up to one hour's free labour at the roadside in order to get **your vehicle** moving again.
- If **we** cannot get **your vehicle** moving **we** will take **you**, **your vehicle**, and all passengers within the legal carrying capacity of the **vehicle** to the nearest **suitable garage** within 15 miles, or **your home** if nearer.
- **If we** are unable to fix **your vehicle** at the roadside and a suitable repairer cannot accept the **vehicle** until the following day, a second recovery will be provided. **We** will take **you, your vehicle** and passengers to **your home** or overnight accommodation and will arrange direct with **you** to collect the **vehicle** and take it to a suitable repairer at a convenient time the following day.

NOTE: The second recovery is limited to **our** taking **your vehicle** to a repairer within 25 miles of the previous destination and must be linked to the previous day's call-out.

- **We** will also provide recovery (not repair) of trailers and caravans with standard 50 mm couplings with the **vehicle** that has **broken down**. The maximum combined length of **vehicle** and trailer must not exceed 12.19m.
- Once with the repairer, **we** will pay for the repairs to **your vehicle** up to a maximum claim limit of £500 (see repair section on page 10 for full details).

Home Rescue

Includes all of the features and benefits offered by **our** Roadside Assistance cover, and extends cover to include **breakdowns** which occur within a quarter mile of your **home**.

National Recovery

Includes all of the features and benefits offered in **our** Roadside Assistance cover. In addition if **we** cannot get **you** moving that day **we** will, at **our** discretion provide **you** and all passengers within the legal carrying capacity of the **vehicle**, with one of the following:

- Recovery to one single destination in **Britain**; or
- Onward travel to complete **your** journey and a return journey for the driver to collect the repaired **vehicle**.

Hotel and Car Hire

Includes all the features and benefits offered by **our** Roadside Assistance cover. In addition if **we** cannot get **you** moving that day **we** will, at **our** discretion provide **you** (**pay and claim** basis) and all passengers within the legal carrying capacity of the **vehicle**, with one of the following:

- One night's accommodation whilst the **vehicle** is repaired at a maximum of £60 per person; or
- Car hire for up to five days to a maximum of £40 per day whilst **your vehicle** is being repaired.

Any breakdown that occurs within 25 miles of your home address will not be eligible for national recovery or overnight hotel accommodation; you will be recovered to your home address or to the nearest suitable garage within a 25-mile radius.

Europe

If this option is purchased, your cover is extended in Europe to include:

- Car hire up to 14 days to a maximum of £60 per day whilst **your vehicle** is being repaired (only where the Hotel and Car hire option has been purchased).
- If **your vehicle** cannot be repaired within 72 hours **we** will arrange for **your vehicle** to be repatriated to **your home** (and this can take up to several weeks).
- **We** will reimburse the transportation costs as assessed by the **claims administrator** as being required for **you** and **your** passengers to return home separately from **your vehicle** and also for one person to return to the **vehicle** once it has been repaired.

Cycle Breakdown

If **you** suffer a **breakdown** to **your bicycle** which is irreparable at the scene, or if **you** are unable to complete **your** journey due to an injury, occurring a quarter of a mile or more from **your home**, **we** will recover the **bicycle** and **you** to:

- the nearest appropriate railway station; or
- the nearest suitable **bicycle** repair shop; or
- the nearest car hire agency; or
- the nearest overnight accommodation; or
- **your vehicle**; or,
- **your home**, if nearer.

Special exclusions applicable to Cycle Breakdown

Cycle **Breakdown** does not cover:

1. Any costs other than the initial call-out charge and transportation of **you** and **your** bicycle to one of the above destinations within a 25-mile radius.
2. Any **breakdown** which occurs outside of **Britain**, unless the European option has been purchased.

Making a Claim

For a **vehicle breakdown**, please call:
08000 737 283 or 0333 0000 999

For a **bicycle breakdown**, please call:
0333 000 1234

If in the unlikely event of a failure on these numbers, please call 0870 77 44 565.

If **you** are outside of Britain then the emergency helpline number is 0044 870 77 44 565, and call charges may be reversed to this number.

SMS text messaging is available for use by deaf, hard of hearing or speech-impaired customers in a **breakdown** situation. **You** may text **us** on 07876 557 244 to receive assistance.

Our claims administrators will take **your** details and ask **you** to remain by the telephone **you** are calling from. Once they have made all of the arrangements they will contact **you** to advise who will be coming out to **you** and how long they are expected to take.

Your mobile phone must therefore be switched on and available to take calls at all times.

You will be asked to 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** have broken down on a motorway and have no means of contacting **our claims administrators**, or are unaware of **your** location, please use the nearest SOS box and advise the emergency services of **our** telephone number. Each 100 metre marker has the direction of the nearest telephone.

UK General Insurance Ltd are an **insurer's** agent and in the matters of a claim act on behalf of the **insurer**.

Exclusions Applicable to Personal Breakdown Cover

We shall not be liable for:

1. Any claim that does not involve a named policyholder
2. **Vehicles** that have **broken down** more than three times with no remedial action being taken, although assistance may be arranged at **your** own expense, as defined in **our** equitable rescue policy on page 17.
3. **Vehicles** greater than 3.5t gross laden weight.
4. Taxis or private hire **vehicles**.
5. Caravans and trailers that do not have standard 50mm tow couplings.
6. Any additional costs incurred because the **vehicle** does not carry 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 does not include **vehicles** designed to be without a spare wheel or modified so that they are unable to carry a spare wheel.
7. **Breakdowns** on 'run-flat' tyres unless the **vehicle** has been installed with the appropriate tyre monitoring system, or if **you** have exceeded **your** manufacturer's mileage guidelines.
8. Any claim arising where the **vehicle** is carrying more passengers or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications, or arising directly out of the unreasonable driving of the **vehicle** on unsuitable terrain.
9. The recovery of the **vehicle** and passengers if repairs can be carried out at, or near the point of the **breakdown** within that day.
10. **Breakdowns** where the use of any specialist or non-standard recovery equipment such as skates or a specialist winch is needed to load or unload the **vehicle** (this exclusion shall not apply where the **vehicle** has been parallel parked in a designated parking area such as a car park or on a road where parking is permitted). Where necessary, prompt payment will be required in order to qualify for further assistance.

11. **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.
12. Costs other than **vehicle** recovery, which exceed £2,000 per claim included, but not limited to, the cost of car hire or alternative transport.
13. Claims where assistance is required that exceed the **market value** of the **vehicle**.
14. Any claim for reimbursement of car hire, hotel or travel expenses not agreed by **us**.
15. The cost of any food (other than breakfast in the case of overnight hotel accommodation), drinks, telephone calls, petrol, oil, insurance for a hire vehicle or other incidental expenses.
16. Any expenses **you** already would have incurred had no claims arisen.
17. Any costs which may be recoverable elsewhere.
18. Overnight accommodation costs and car hire charges if repairs can be carried out at or near the point of the **breakdown** within a previously agreed time.
19. The charges of any company or person other than the recovery agent called out by the **ETA**.
20. Claims where the **ETA's** helpline has not been notified promptly of the **breakdown** prior to expenses being incurred and authorised.
21. Any charges arising from **your** failure to comply with the requests of the **ETA** or its agents concerning the assistance being provided to **you**.
22. Any charges incurred resulting from **your breakdown** on a road where **our** rescuing **you** would be unlawful.
23. The transportation of horses or livestock.
24. The transportation of pets. This will be at the discretion of the recovery operator and any additional costs that would have otherwise been unnecessary will not be covered.
25. Any claims where the vehicle has been used for commercial or business purposes.

Conditions applicable to Breakdown Cover

1. This policy covers up to a maximum of five people living in the same household. Identification may be requested in the event of a claim.
2. **Your vehicle** must be maintained in a safe and roadworthy condition and serviced in accordance with the manufacturer's guidelines.
3. **You** shall take steps to have permanent repairs carried out on **your vehicle** following a **breakdown**. If **you** fail to take such steps then the **ETA** may refuse to pay for assistance if the same fault reoccurs.
4. **We** are not liable for any obligation that **we** have not expressly and specifically authorised **you** to undertake.
5. **You** must keep all receipts for any reclaimable expenditure.
6. **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available.
7. No guarantee can be made that there will be tow bars, roof racks, roof boxes, bike racks or other accessories on hire cars. Similarly **we** cannot guarantee the availability of comfort features such as air conditioning. In most parts of Europe, hire vehicles are not permitted to cross national frontiers and it may be necessary to change hire cars at national borders.
8. **We** may take credit card details if for reasons outside **our** control **we** are unable to confirm **your** level of cover.
9. If **you** have not claimed for a full 12 month period **you** will receive a no claims discount on **your** renewal premium in accordance with the scale of discount applicable at renewal of **your** insurance.

Auto Repair

Details of cover

Cover is available if **your** vehicle is less than ten years of age or has less than 100,000 miles on the clock at the start date of the policy.

Cover is provided for the cost of repair or replacement of insured parts where such repair or replacement is necessitated by a **mechanical and/or electrical breakdown/failure**, which occurs during a journey.

If **you** are more than a quarter mile from **your** home. (If the home option has been purchased then cover will be included from **your** home address).

The following specifically listed components and labour costs are covered against **mechanical and/or electrical breakdown/failure**, provided that the terms and conditions of this policy are fully complied with. Claims are limited to one per policy year up to £500 (including VAT and subject to a £25 excess) with a maximum aggregate claim up to the **market value** of the vehicle.

Engine

Cylinder block, crankshaft, crank bearings, big end bearings, oil pump, con-rods, gudgeon pins, small end bearings, pistons, piston rings, cylinder bores, cylinder head (excluding cracks), rocker shaft, rockers, hydraulic lifters, camshaft and cam followers, push rods, camshaft bearings, inlet and exhaust valves, valve springs, valve guides, cylinder head gasket, inlet manifold, timing gears, timing chains, flywheel and starter ring gear (excluding sticking valves, oil leaks).

Timing belts

Timing belts are covered providing that the belt has been changed in accordance with the manufacturer's servicing schedules (proof required). The damage subsequently caused if the timing belt has not been changed as specified by the manufacturer is specifically excluded.

Cooling

Engine thermostat, water pump, thermostat housing, viscous fan coupling.

Fuel system

Carburettor, fuel injection pump and fuel pump. The following items relate to diesel engine vehicles only: low pressure supply pump, fuel injector governor, fuel shut off mechanism, hydraulic or electrical injection timing mechanism, high pressure fuel metering head, manifold boost pressure compensator, altitude compensator, glow plug relay.

4x4 Transfer box

Internal mechanical components are covered on the following: transfer gears, selectors, shafts, transfer shafts, needle and roller bearings, output shafts and brushes (excluding oil leaks).

Driveline

Front and rear wheel drive vehicles: open drive shafts including constant velocity joints, universal joints and couplings. Rear wheel drive half shafts, half shaft bearings. Includes front and rear transfer shafts 4x4 vehicles (excluding gaiters and viscous couplings, oil leaks).

4x4 Differential

Planetary gear assembly, crown wheel and pinion assembly. Internal shafts, bearings and bushes, thrust washers, spacers, bevel gears. Includes front, rear and centre differential on 4x4 vehicles (excluding viscous couplings and fluid differentials, oil leaks).

Manual gearbox

Internal mechanical components are covered on the following: gears and gear cluster, selectors and shafts, synchromesh assemblies, bushes, ball and roller bearings, needle bearings and transfer gears (excluding oil leaks).

Automatic gearbox

Internal mechanical components are covered on the following: governor, valve block, oil pump, gears, brake bands, servos, clutches, seals, shafts, bearings and bushes, modulator, value and transfer gears.

Continuously variable transmission - (CVT/CTX)

All internal mechanical components and seals (excluding oil leaks).

Torque converter

All internal mechanical components and seals.

Wheel bearings

Front and rear wheel bearings (excluding hubs).

Propshaft/s

Propshaft, universal joints and couplings, bearings and rubber couplings (excluding gaiters).

Suspension and steering

Coil springs, steering rack and pinion power steering rack, steering box, power steering box and idler box (excluding gaiters, oil leaks, tracking and balancing).

Clutch parts only

Release (thrust) bearing, centre plate and pressure plate.

Braking system

Brake master cylinder, callipers, wheel cylinders, brake bias/restrictor valve (excluding corroded or seized components).

Electrical

Alternator, voltage regulator, starter motor, flasher relay, front windscreen wiper motor, front windscreen washer motor, ignition coils and coil packs.

Casings

Consequential damage to casings caused by the failure of a covered component will constitute part of the total **claim limit** within the policy limits.

Working materials /casings

Should any authorised repair to any of the above components require essential replacement of or topping up of lubricants, oils or coolant or replacement of the oil filter or replacement of casings these shall be covered as part of total **claim limit** (within policy limits).

PLEASE NOTE: All components listed are covered against **mechanical and/or electrical breakdown/failure** due to sudden and unexpected circumstances.

The replacement of oil filters, lubricants, antifreeze and fluids is included provided the replacement is necessitated by the failure of an insured component.

Making a claim

Should **you** need to make a claim the following must be adhered to within seven days of the date of callout:

- Ensure that no work of any description is carried out on the **vehicle** without the express authorisation of the **claims administrator (Auto Repair)**.
- It must be clearly understood that costs for any other work begun or completed before authorisation has been given will be **your** responsibility and will automatically invalidate any claim under this policy.
- It is **your** responsibility to pay the costs of dismantling and repairing the **vehicle** if the fault is not covered by this policy, and any additional costs and excesses that apply which exceed the **claim limit**.
- **You** are responsible for paying for any additional work that **you** ask the repairer to carry out.
- **Your** nominated dealer must be VAT registered. The dealer will need to arrange for an estimate to be completed and claim to be made by telephoning the claims number.

Telephone 0333 5555 999 to make a claim

It is essential that an authority number be obtained before any repairs begin.

When the repairs have been completed, the repairer must submit the fully completed claim form and repair invoice.

The invoice must clearly show the authority number given in connection with those repairs, payment details, and give full details of the repair including all parts used in the authorised repair, labour and VAT.

Exclusions applicable to Auto Repair

We shall not be liable for:

1. Any claims arising thereby or indirectly caused, or contributed by or in consequence of a loss, where **your vehicle** has not been recovered by **us**.
2. Any cause other than a **mechanical and/ or electrical breakdown/failure** which has resulted in the **vehicle** being unable to safely proceed.
3. Any claim that exceeds the **claim limit**.
4. Any claim occurring during the warranty or guarantee period of the manufacturer.
5. Any claim where the fault had developed prior to the purchase date of insurance.
6. Any claim resulting from any modification to the **vehicle** or the substitution of components by non-standard components or equipment not approved by the manufacturer of the vehicle.
7. Any claim where the mileometer has been altered or disconnected or inoperative resulting in the misrepresentation of the **vehicle's** actual mileage.
8. Any claim caused by or arising from:
   a) overheating, corrosion or the gradual reduction in operating performance commensurate with the age and mileage covered by the **vehicle**. This includes, but is not limited to, the gradual loss of engine compression necessitating the repair of valves or rings, or the gradual increase in oil consumption due to normal operating functions.
   b) the use of a grade of fuel not recommended by the manufacturer of the **vehicle** or the ingress of foreign matter into fuel, lubricants or cooling system.
   c) the use of inadequate or improper antifreeze protection.
   d) routine servicing maintenance or repair of the **vehicle** or from negligence, abuse or wilful damage.
   e) the subjecting of the **vehicle** to a load greater than that permitted by the manufacturer's recommendations.
   f) fire, self-ignition, lightning, earthquake, explosion, frost, storm, tempest, flood, water damage, theft or attempted theft, aircraft or other aerial devices or articles dropped there from or any extreme cause.
   g) any road traffic collision.
9. Any claim involving components subject to recall, repair or replacement by the manufacturer, or attributable to a manufacturer's design defect.
10. Any claim occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
11. Any claim for the investigatory or remedial work commenced before authorisation by the **claims administrator (auto repair)**.
12. Any claim for costs incurred in routine servicing or repairs.
13. Any claim for parts which have not failed but have been reported as requiring replacement during routine servicing and/or repairs or at the time an insured repair is in progress.
14. Any claim for liability, which attaches to **you** by virtue of an agreement but which would not have attached in the absence of such agreement.
15. Any liability for death, bodily injury or loss of, or damage to property other than the insured components or loss of use or any **consequential loss** of whatsoever nature.
16. Non-compliance with the conditions relating to the servicing of the **vehicle**.

18. Any claim for the following vehicles
    - All American, Australian and Canadian vehicles (unless built for the British market)
    - Aston Martin
    - Bentley
    - Bristol
    - Bugatti
    - Caterham
    - Daimler (twelve cylinder models)
    - De Tomaso
    - Electric or Hybrid powered vehicles
    - Ferrari
    - Ford Cosworth models
    - Honda NSX
    - Hummer
    - Jaguar vehicles (over 4000cc)
    - Kit cars
    - Lamborghini
    - Lancia Delta (Integrale/8.32 Models)
    - LCC Rocket
    - Lexus (SC430 and LS models)
    - Lotus
    - Mercedes (S class and AMG models)
    - Marcos
    - Maserati
    - McLaren F1
    - Mitsubishi 3000 GT
    - Morgan
    - Nissan 300ZX/Skyline
    - Noble
    - Panther
    - Porsche
    - Rolls Royce
    - Stretched limousines
    - Subaru SVX
    - TVR
    - Venturi
    - Westfield
19. Any claim for service vehicles (police ambulance etc.), vehicles used for hire & reward, taxis, self-drive hire, driving schools, or commercial vehicles.
20. Any claim for vehicles or vans with a carrying capacity exceeding 3.5t.
21. A ny claim for vehicles used in any sort of competitions, rallies, pace making or off-road use.

Conditions applicable to Auto Repair

1. In the event of any occurrence giving rise to a claim, **you** must follow the 'making a claim' procedure detailed. Failure to meet these conditions will forfeit **your** claim.
2. Cover for repairs will only apply where the **ETA** have attended a call out and recovered **you** to a garage as a result of a **mechanical and/ or electrical failure/breakdown**, of a covered component.
3. Cover is only available if **your vehicle** is less than ten years of age or has less than 100,000 miles on the clock at the start date of the policy and is not an excluded make.
4. **Your vehicle** must be serviced in accordance with the manufacturer's recommended service intervals by a garage registered for VAT. The garage completing the service must complete the **vehicle's** service book and the receipt should be retained.
5. **We** will repair or replace those components listed in this policy for parts and labour up to the maximum **claim limit** or, up to the **market value** of the **vehicle** (whichever is lower).
6. All labour times which fall within the **claim limit** are in accordance with the current **ICME** manual.
7. If at the occurrence of a claim any other insurance exists which would entitle the insured to indemnity, then this policy shall only contribute its rateable proportion of such loss.
8. In the event of a claim **we** reserve the right to call for a contribution from **you** for betterment should the repaired **vehicle** ultimately be in a better condition or have a better value than it enjoyed immediately prior to the occurrence of the claim.
9. **We** reserve the right to subject the **vehicle** and/or failed component to expert assessment.
10. Where dismantling of a covered component is necessary to determine the validity of a claim, **you** must authorise any dismantling. Costs incurred will only be met as part of a valid claim.
11. Repairs must be completed by a VAT registered dealer/repairer unless agreed by **us** in writing.
12. **We** reserve the right to specify the use of guaranteed exchange or factored parts. The parts liability for any claim will be limited to the cost of these components.
13. If **we** accept that there is a claim under this insurance, but there is a disagreement in respect of the amount to be paid, the disagreement will be referred to an arbitrator appointed in accordance with current statutory provisions. In these circumstances the arbitrator's award must be made before there is any right of action against **us**.
14. Any costs related to diagnostic work will not be covered.

Rapid response pledge

If the repair/recovery operator does not arrive within one hour of **our** receipt of **your** request for assistance (except for any delay beyond the control of the driver such as road closure, snow, mud, sand, flood, if the **vehicle** is inaccessible, there are adverse weather conditions or because **you** did not provide accurate information concerning the location of the **vehicle**), the **ETA** will pledge to pay you £10.

Claims must be made to the **ETA** customer care department within 14 days of the call-out.

Special exclusions applicable to the Rapid Response Pledge

The rapid response pledge does not apply to:

- **European** assistance, or
- Any recovery arranged by the police, or
- Customers who owe the **ETA** money currently or at the time of the incident.

If a complaint has been made to **us** regarding the incident, payment may be made on resolution of the complaint.

Equitable rescue policy

Should **you** have more than three **breakdown** call-outs (or claims) per policy per year **we** will request documentary evidence that the **vehicle** in question is being properly serviced and maintained. In the case of **personal breakdown** cover, where documentary evidence cannot be obtained for all **vehicles** for which call-outs have been made, documentary evidence of the **vehicle** used most will be required. Payment for further callouts will then be provided at **our** discretion. **We** would never refuse to assist an **ETA** customer.

No claim discounts

This discount is only available on selected levels of cover if **you** have not claimed for a full policy year.

Road traffic collisions

If the incident has been caused by a road traffic collision, the **ETA** will cover costs of the call-out, however the service provided will be dependent upon the level and type of cover **you** have purchased. **You** should contact **your** motor insurance provider in the first instance to confirm that **your** cover will not be compromised by a recovery by the **ETA**.

Free legal advice

For free advice regarding any personal legal problem, including in the event of a road traffic collision, call our legal services on **0345 389 1050** and quote your ETA number.

Customer information

Consumer Insurance (Disclosure and Representations) Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

a) supply accurate and complete answers to all the questions **we** may ask as part of **your** application for cover under the policy;

b) to make sure that all information supplied as part of **your** application for cover is true and correct;

c) tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

Travel in the rest of Europe

We will provide a service in the territorial limits (**European Union**) where the maximum duration of any single trip is not planned to or does not subsequently exceed 90 days in any one policy year.

Local regulations and customs may require **you** to provide copies of **your** driver's license and V5C registration document. **You** will be held liable for any costs incurred if copies of **your** driver's licence or V5C registration document are not immediately available.

Differing national standards and infrastructures on the continent mean assistance may take longer to arrive. **We** will require detailed information from you regarding the location of **your** vehicle. **We** will need to know details of **your** itinerary and, if requested, proof of both **your** outbound and return travel dates must be provided to validate **your** claim. When **we** have all the required information, **we** will liaise with our European network and **you** must remain contactable to avoid any delays.

During public holidays, many services such as repairing garages will be closed. **We** will not be held liable for any delays this causes.

In the event of a **breakdown** on a motorway or major public road within the territorial limits (**European Union**), **we** are sometimes unable to assist **you** and **you** will often need to obtain assistance via the SOS phones. The local services will tow **your** vehicle 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 up to £150 towards reimbursement of the costs, but **we** will only reimburse claims when we have received copies of valid receipts accompanied by a brief covering letter detailing **your ETA** number and the details of **your** claim. Payment will be made in accordance with the exchange rate on the date of the claim.

Customer verification

From time to time and for reasons outside of the **ETA's** control, there may be instances whereby **our claims administrators** are not able to verify/locate **your** policy on their system. In these circumstances they will contact the **ETA** to confirm that cover is in place. However, should this fall outside of the **ETA's** opening hours **you** will be offered a 'Pay on Use' claim where, **you** will be required to provide credit card details in order for assistance to be provided. **Our claims administrators** will contact the **ETA** at the earliest opportunity and should **your** cover be confirmed then no payment will be taken from **your** credit card.

General exclusions applicable to all sections of this insurance

We shall not be liable for:

1. Any incident occurring outside the **period of insurance**.
2. **Vehicles** which were **broken down** or un-roadworthy at the time of joining or upgrading.
3. Any incident brought about by an avoidable, wilful or deliberate act.
4. Any claim **you** make under the policy knowing the claim to be false or fraudulent in any respect. Such claims shall deem the policy void and all claims under it shall be forfeited.
5. For new and upgraded policies **we** will not pay for any claims within the first 24 hours of the purchase date of the policy. This does not apply to renewed policies.
6. **Breakdowns** occurring while the **vehicle** is being used or has been modified for motor racing, rallies, speed or endurance test or practices for those activities or for self drive hire.
7. Any losses that are not directly covered by the terms and conditions of this policy. 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**.
8. Fines or penalties imposed by courts.
9. Call-out charges the police may charge.
10. Parking charges and motoring fines.
11. Any claim for fuel, antifreeze, hydraulic fluids, grease or oils.
12. Any damage to **your vehicle** or its contents whilst being recovered, stored or repaired and any liability or **consequential loss** arising from any act performed in the execution of the assistance services provided including theft of objects or accessories left in or outside **your vehicle**.
13. Any charges where, having contacted the **ETA**, **you** effect recovery or repair by other means unless we have agreed to reimburse **you**.
14. **Vehicles** 20 years and older at the start of the policy are not covered outside **Britain**.
15. Any costs incurred if **you** are unable to make a telephone connection to the numbers provided.
16. Claims in the case of personal breakdown if identification is not supplied.
17. Any destruction of, or damage to, property by, or under the order of, any government, local or public authority.
18. Any claim directly or indirectly caused by, or arising as a consequence of, terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. **We** will, however, cover any loss or damage (but not related cost or expense caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
19. Any claim directly or indirectly caused by or arising as a consequence of:
    a) irradiation, or contamination by nuclear material; or
    b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
    c) any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
20. Any consequence, however caused, including but not limited to computer viruses, of electronic data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware,

21. software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this policy, computer virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatever nature.

General conditions applicable to all Sections of this Insurance

1. **Your** compliance with the terms and conditions of this insurance is a condition precedent to any liability of **ours** to making any payment.
2. **Your vehicle** must have a valid excise license unless it is exempt under section 5 of the Vehicle Excise and Registration Act 1994.
3. **Your vehicle**, unless otherwise exempt, must have a valid MOT certificate.
4. If **you** have a right of action against a third party **you** shall co-operate with the **ETA** to recover any costs incurred by **us**. If **you** are covered by any other insurance policy for any costs incurred by the **ETA you** shall claim these costs and reimburse the **ETA**.
5. **You** must be over sixteen years of age and a permanent legal resident of **Britain**.
6. **You** must pay in sterling. **Our** settlements and reimbursements will also be in sterling.
7. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within **Britain** in which **your** main residence is situated.
8. **We** cannot, in all cases, maintain a permanent record of information disclosed to **us** and it is therefore **your** responsibility to ensure that all proposal forms and statements are correct. Any relevant changes in circumstances or in the risk must be notified to us as soon as **you** become aware of them and cover might, in certain circumstances, be invalid until **we** have accepted the changes.
9. **We** invite renewals on the understanding that there have been no changes in the risk.
10. The onus is upon **you** to ensure that all information supplied to **us** is accurate and **we** cannot accept any responsibility in the event of such information being inaccurate. **You** must, upon receipt of a policy document, check that the policy accurately reflects **your** instructions and changes required are notified to **us** immediately.
11. For annual policies, **you** have a right to cancel this policy within 14 days of the start date of the policy without giving any reasons and **you** will receive a full refund unless a claim has been made.**We** may keep an amount that reflects the administrative costs of arranging and cancelling the policy. Should **you** cancel after 14 days **we** will refund **you** with an amount proportionate to the unexpired period remaining on the policy unless a claim has been made.

    For monthly policies, **You** have the right to cancel this insurance within 14 days of the start date of the policy, without giving any reasons, and **you** will receive a full refund unless a claim has been made. **We** may keep an amount that reflects the administrative costs of arranging and cancelling the policy.

    Should **you** cancel after 14 days no refund will be due and **we** will stop any future monthly payments being taken.

    The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

    - Fraud
    - Non-payment of premium
    - Threatening and abusive behaviour
    - Non-compliance with policy terms and conditions

Provided the premium has been paid in full you will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

12. The ETA reserves the right to withdraw and cancel insurances if **you** fail to pay premiums or instalments of premiums on demand, or fail within seven days of a written request from **us** to provide any documentation or information required by **us**. In the event of **our** cancelling a policy after its beginning or its renewal **our** fees or commission will not be returnable.

13. The administrator receives a commission from **us** that is earned by them when the premium is received and paid into the segregated bank account. This is normally a proportion of the premium. Commission rates are variable and do not in many cases reflect the work done by the administrators in arranging the cover and servicing. In such cases, the administrators may make the following charges: £5 for postal charges, £5 for contact charges, £10 for payment method charges. Any such fee and the reason for the fee will always be notified to **you** in advance and is non-refundable.

    In the event of cancellation after the initial cancellation period has expired. Upon request, the administrators will disclose any commission, remuneration or payment they receive for arranging the insurance and any additional general insurance related activities.

14. **Our** files are confidential and **we** reserve the right to refuse to discuss matters relating to **your** insurance or other details held by **us** with any person other than **you** or **your** legal representative. The administrator will treat all your information as confidential (even when you are no longer a customer), except where disclosure is made at your request or with **your** consent in relation to administering **your** insurance and except where law requires **us**. In accordance with data protection legislation including the Data Protection Act 1998 **you** are entitled to copies of personal data held by **us** upon written application. If **you** do not wish to receive marketing material from **us** please let **us** know.

Complaints procedure

We do everything **we** can to make sure that **our** customers get the high standard of service they expect. If **you** feel **you** have cause for complaint regarding the information and advice about **your** policy or a claim under **your** policy, **you** should contact:

Customer Care Manager
ETA Services Ltd
68 High Street
WEYBRIDGE KT13 8RS
Tel: 0333 000 1234
Email: customercare@eta.co.uk

Please remember to always quote **your ETA** number in any correspondence, this can be found on **your ETA** customer documents.

If **your** complaint cannot be resolved by the end of the third working day, the **ETA** will pass it to:

Customer Relations Department
UK General Insurance Limited
Gibraltar Island Road
LEEDS
LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff.

You may contact the Financial Ombudsman Service by letter:

Financial Ombudsman Service,
183 Marsh Wall,
LONDON
E14 9SR
or telephone 0300 123 9123

For more information on this visit
www.financial-ombudsman.org.uk

Your statutory rights are not affected if **you** choose to follow the complaints procedure above.

For further information about **your** statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

Compensation scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Data Protection Act 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

This policy wording relates to any policy purchased or renewed with a start date on or between:

1 June 2017 and 30 September 2017 inclusive.

We may monitor all telephone conversations with the aim of improving our service.

Notes

Personal Breakdown Cover Policy Wording

1 June 2017 to 30 September 2017 - v1

ETA

CELEBRATING 25 YEARS

Your Journey
Our World