

European Breakdown Policy Wording

1 October 2017 - 30 September 2018 - v1



Your Journey
Our World





Thank you for choosing European breakdown cover from the ETA.

You will have already noticed 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.

With many thousands of recovery vehicles on call around the clock throughout Europe, you can rest assured that your trip is in safe hands.

You may be interested to learn that as part of our continuing commitment to the environment, we work hard to promote safer and more sustainable transport in Britain. When you buy a policy from us, you help fund projects such as our Safer Crossings campaign, work 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 to the ETA and wish you safe travels this year.

Best wishes

Andrew Davis
Managing Director



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Important numbers

Important numbers	
If you break down in Britain call	0333 0000 999 or 0800 0737 283
If you break down in the rest of Europe call	0044 1206 771 714
If you require legal advice call	0345 389 1050
If you are hard of hearing you can TEXT us on	07876 557 244
For all other enquiries call	0333 000 1234

Important information

Cover in Britain

If your vehicle breaks down and we are unable to get you moving at the roadside, we will take you, your vehicle and any passengers to a local garage. If it cannot be repaired that day we will offer;

- to take your vehicle to any British destination, OR
- the cost of one night's accommodation for you and your passengers OR
- the cost of public transport for you and your passengers to reach your destination and the costs for the driver to return to collect the vehicle. OR

Cover in Europe

The benefits as in Britain, plus

- car hire is extended for up to 14 days
- if your vehicle cannot be repaired within 72 hours we will return it to your home in Britain and will also reimburse the costs for you and your passengers to get home.

Exclusions

- Any incident, within a quarter of a mile, by public highway, from your home address.
- Vehicles greater than 3.5 t gross laden weight.
- Taxis or private hire vehicles.
- Costs other than vehicle recovery, which exceed £2,000 per claim.
- Claims that exceed the market value of the vehicle where assistance is required.
- The cost of recovery of the vehicle to more than one address in respect of any one breakdown.
- Claims where the registration number of the vehicle has not been registered with the ETA prior to breaking down.
- Vehicles over 20 years old at the start of the policy are not covered outside Britain.
- Any claims where the period of insurance does not begin and end in Britain

Important information

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 you are provided with when the policy is issued or amended, this 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. Great Lakes Insurance SE is a German insurance company with its headquarters at:

*Königinstrasse 107
80802
Munich*

UK Branch 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*

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

You have the right to cancel this policy within 14 days of the purchase date. Please note, the following refund regulations will apply for cancellations within this period.

1. If your period of cover is for 28 days or less, you are not entitled to a refund of your premium.
2. If your period of cover is for more than 28 days, you are entitled to a refund of your premium provided the trip has not yet started.

We may keep an amount that reflects the administrative costs of arranging and cancelling the policy. For cancellations that are made 14 days after purchase of the policy, no refunds will be given.

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

Where there investigations provide evidence of fraud or a serious non-disclosure, they may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided them with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If they cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time they have provided cover, unless the reason for cancellation is fraud and/or misrepresentation they are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

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, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

European Breakdown Policy

Definitions

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

Breakdown 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 means Call Assist Ltd of Axis Court, North Station Road, Colchester CO1 1UX.

Consequential loss means the indirect loss or damage resulting from the **breakdown** which caused the claim under this policy an example of consequential loss is the loss of use of the **vehicle** while waiting recovery or any costs associated to not reaching / arriving at **your** destination.

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

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

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

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.

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

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

We/Our/Us/Insurers means UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

You/Your/Insured means the owner or driver (provided that such driver has the permission and consent of the owner) together with all non-fare paying passengers (travelling legally) in accordance with the limits specified under your level of cover.

Details of cover

Weight and size restrictions

Vehicles:

Maximum vehicle weight: 3.5t
(gross vehicle weight)

Maximum **vehicle** length: 5.19m

Maximum **vehicle** width: 1.91m

Maximum **vehicle** height: 2.43m

Caravans and trailers:

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

While in Britain

If **your vehicle** suffers a breakdown or is involved in a crash over a quarter 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 **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
- One night's accommodation whilst the **vehicle** is being repaired at a maximum of £60 per person* or
- Onward travel to complete **your** journey and a return journey for the driver to collect the repaired **vehicle** or
- Car hire for up to 5 days to a maximum of £40 per day* whilst **your vehicle** is being repaired.

While in Europe

Includes all the features and benefits offered in Britain (see above) with the following extensions to the cover

- Car hire for up to fourteen days to a maximum of £60 per day*.
- If your **vehicle** cannot be repaired within 72 hours **we** will arrange for **your vehicle** to be repatriated to your home (this can take up to several weeks).
- **We** will reimburse the reasonable transportation costs 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.

Once the **vehicle** has been taken to a **suitable garage** it is then **your** responsibility to instruct the repairer to make any repairs required. Any contract for repair will be between **you** and the repairer.

We do not guarantee that any local recovery to a **suitable garage** will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair.

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 **garage** within a 25 miles radius.

*The services will be offered on a pay and claim basis, which means that **you** must pay for them initially and make a claim for reimbursement. Before arranging these services, authorisation must be obtained from **us**. **We** will only reimburse claims when **we** are in receipt of a valid invoice/receipt.

Rapid Response Pledge

If the repair/recovery operator does not arrive within sixty minutes 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**), **we** pledge to pay **you** £10 within twenty eight days of receiving **your** written claim.

Claims must be made to the **ETA** customer care department within fourteen 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.

Road traffic collision

If the incident has been caused by a road traffic collision the **ETA** will cover costs of the call-out. **You** should contact **your** motor insurer in the first instance to confirm that **your** cover will not be compromised by a recovery by the **ETA**.

Free legal advice

For advice in the event of an accident or on any personal legal problem at any time, telephone our legal line on **0345 389 1050**, and quote **your ETA** number.

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** or the **ETA** 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.

Customer information

Travel in the rest of Europe

We will provide service in the Territorial Limits (**European Union**) where the maximum duration of any single trip is not planned to, or does not subsequently exceed **your** period of cover.

Please ensure **you** carry **your** driver's licence and V5C registration document with **you** during **your** journey. Due to local regulations and customs, **you** may be required to provide copies of **your** driver's licence 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.

Due to differing national standards and infrastructures abroad, assistance may take longer in arriving. **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 inbound 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 (**Europe 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 £150.00 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.

Making a claim

If **you** have a claim, please ring the **claims administrator** as soon as possible to tell them about it. The 24 hour emergency helpline number is **0333 0000 999** or **0800 0737283**.

If in the unfortunate event of a failure on this number, please call **0870 77 44 565**. If **you** are outside **Britain** then the emergency helpline number is **0044 1206 771 714**, 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.

Terms & conditions

1. Your **period of insurance** must begin and end in **Britain**.
2. **You** compliance with the terms and conditions of this insurance is a condition precedent to any liability of **ours** to making any payment.
3. **Your vehicle** must be maintained in a safe and roadworthy condition and serviced in accordance with the manufacturer's guidelines.
4. **Your vehicle** must have a valid excise license unless it is exempt under section 5 of the **Vehicle Excise and Registration Act 1994**.
5. **Your vehicle**, unless otherwise exempt, must have a valid MOT certificate.
6. **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 recurs.
7. 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**.
8. **We** are not liable for any obligation that **we** have not expressly and specifically authorised **you** to undertake.
9. **You** must keep all receipts for any reclaimable expenditure.
10. **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available.
11. 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.
12. **We** may take credit card details if for reasons outside our control we are unable to confirm your coverage.
13. **You** must be over sixteen years of age and a permanent legal resident of **Britain**.
14. **You** must pay in sterling. **Our** settlements and reimbursements will also be in sterling.
15. 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.
16. **We** cannot, in all cases, maintain a permanent record of information disclosed to **us** it and 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.
17. 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.
18. **You** have the right to cancel this policy within 14 days of the purchase date. Please note, the following refund regulations will apply for cancellations within this period.
 1. If **your** period of cover is for 28 days or less, **you** are not entitled to a refund of **your** premium.
 2. If **your** period of cover is for more than 28 days, **you** are entitled to a refund of **your** premium provided the trip has not yet started.

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.

19. 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 **our** fees or commission will not be returnable.
20. 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.

21. Claims payments will be made in favour of the name shown on the policy. If payment is required to a third party **we** require a signed mandate instruction to make payment to a specific payee along with a brief explanation of the request.
22. 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 the 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.

General exclusions

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.
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. Any incident if **you** owe us money.
6. **Vehicles** greater than 3.5t gross laden weight.
7. Taxis or private hire **vehicles**.
8. Caravans and trailers that do not have standard 50mm tow couplings.
9. Any additional costs incurred because the **vehicle** does not have a serviceable spare wheel, aerosol repair kit, appropriate jack, or unlocking mechanisms for the wheels, with the exception of **vehicles** that are not manufactured to carry a spare wheel or have been modified so that they are unable to carry a spare wheel.
10. **Breakdowns** on 'run-on-flat' tyres unless the **vehicle** has been installed with the appropriate tyre monitoring system or if **you** have exceeded **your** manufacturer's mileage guidelines.
11. Caravans or trailers that exceed 7m in length. **Vehicles** that exceed 5.18m in length, 1.91m in width and 2.43m in height.
12. 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.
13. The recovery of the **vehicle** and passengers if repairs can be carried out at or near the point of the **breakdown** within that day.
14. **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 needed, prompt payment will be required in order to qualify for further assistance.
15. **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.
16. **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.
17. **We** will not pay for 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.
18. Fines or penalties imposed by courts.
19. Call-out charges the police might charge.
20. Parking charges and motoring fines.
21. Costs other than **vehicle** recovery, which exceed £2,000 per claim including but not limited to the cost of car hire or alternative transport.
22. Claims where assistance is required that exceed the market value of the **vehicle**, the market value of the **vehicle** will be assessed by reference to the retail value of the **vehicle** published within the Glass's Guide monthly publication during the month of claim.
23. 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**.
22. Any claim for reimbursement of car hire, hotel or travel expenses not agreed by **us**.
25. The cost of any parts, components, lubricants or materials, food (other than breakfast in the case of overnight hotel accommodation), drinks, telephone calls, petrol, oil, or insurance for a hire **vehicle** or other incidental expenses.

26. Any expenses **you** would have had to pay anyway as part of the journey or any cost that would have occurred had no claim arisen.
27. Any costs which may be recoverable elsewhere.
28. 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.
29. Any repair costs whatsoever or any labour costs other than for one hour at the scene of the **breakdown**.
30. The charges of any company or person other than the recovery agent called out by the **ETA** for car hire or accommodation charges other than those sanctioned by the **ETA**.
31. Claims where the **ETA's** helpline has not been notified promptly of the **breakdown** prior to expenses being incurred and authorised.
32. Claims where charges incurred have not been settled promptly by **you** before requesting reimbursement.
33. Any charges arising from **your** failure to comply with the requests of the **ETA** or its agents concerning the assistance being provided to **you**.
34. Claims where the registration number of the **vehicle** has not been registered with the **ETA** prior to breaking down.
35. Any charges where, having contacted the **ETA**, **you** effect recovery or repair by other means unless we have agreed to reimburse you.
36. **Vehicles** over 20 years old are not covered.
37. Any charges incurred resulting from **your breakdown** on a road where **our** rescuing **you** would be unlawful.
38. The transportation of horses or livestock.
39. 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.
40. Any costs incurred if **you** are unable to make a telephone connection to the numbers provided.
41. Any claim where **your period of insurance** did not begin and end in **Britain**.
42. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
43. Loss or damage direct or indirectly occasioned by 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.
44. Any direct or indirect consequence of:
 - i) Irradiation, or contamination by nuclear material; or
 - ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
45. Any consequence, howsoever caused, including but not limited to Computer Virus in 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, 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 whatsoever nature.

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 next 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
Tel: 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk*

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 October 2017 and 30 September 2018.

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

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