

Mobility Scooter Rescue Policy Wording

1 October 2017 to 30 September 2018 - v1



Your Journey
Our World





Thank you for choosing mobility scooter breakdown cover from the ETA.

You can now rest assured that our experienced recovery teams are on call 24 hours a day, ready to help should your scooter break down.

Over the last 25 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 and we continue to have an average response time of under 40 minutes.

You may also be interested to learn that 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 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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Summary of benefits

| Benefit | Details |
|---------------------|---|
| Roadside assistance | We will send one of our qualified mechanics to try and fix your scooter. |
| Recovery | We will recover your scooter back to your home or local repair shop. |
| Taxi home | If you are unable to travel in the recovery vehicle, we will take you home by taxi. |
| Home rescue | If your mobility scooter breaks down at home, we will take it to a local repair shop. |

| Important numbers | |
|--|----------------------|
| If you break down call: (Calls from mobiles or landlines charged as local rate calls) | 0333 0000 999 |
| If you require legal advice call: | 0345 389 1050 |
| If you are hard of hearing you can TEXT us on: | 07876 557 244 |
| If you need to contact us call: (Calls from mobiles or landlines charged at local rates) | 0333 000 1234 |

Important information

Significant Exclusions

(full details within your policy wording)

- **Home** cover does not include flat batteries
- Claims that exceed £250 or the value of the **vehicle** at any time
- Claims within the first 24 hours of the purchase date of the policy

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.

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 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 credit your ETA customer account with an amount proportionate to the unexpired period remaining on the policy for a maximum of three years after which it will not be recoverable. However should a claim have been made, this credit will not apply.

The ETA reserves the right to withdraw and cancel insurances if you fail to pay premiums or installments 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.

Mobility Scooter Rescue Policy

Breakdown Insurance Insurance arranged by **ETA Services Ltd** with UK General Insurance Limited 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*

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.

General definitions

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

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.

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.

Home means the address last notified to the **ETA** as **your home** or a temporary address whilst **you** are on holiday (in the UK).

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

Vehicle means a motorised means of transport.

Vehicle breakdown is a service that covers a specific **vehicle**, which **you** have registered with the **ETA**.

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

You/Your/Insured means the owner or driver in accordance with the limits specified under your level of cover.

Breakdown

If **your vehicle** suffers a break down or is involved in a crash:

- **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 again **we** will take **you** and **your vehicle** to **your** home address or to a suitable repairer within a 25 mile radius.
- Should **you** be unable to access the recovery vehicle **we** will provide a taxi to take **you** to **your** home address within a 25 mile radius.

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), **ETA** will pledge to pay **you** £10 within twenty eight days of receiving **your** written claim. Claims must be made to the **ETA** customer care team within 14 days of the call-out.

Special exclusions applicable to the rapid response pledge

The rapid response pledge does not apply to:

- Any recovery arranged by the police, or
- Members 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 **your** policy will be cancelled after the third callout with no refund of premium allowed. We would never refuse to assist an **ETA** member.

Road traffic collision

If the incident has been caused by a road traffic accident 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. If **your vehicle** is insured you should contact **your** insurer in the first instance to confirm that **your** cover will not be compromised by a recovery by the **ETA**.

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.

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.

Terms & conditions

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 be maintained in a safe and roadworthy condition and serviced in accordance with the manufacturer's guidelines.
3. **We** are not liable for any obligation that **we** have not expressly and specifically authorised **you** to undertake.
4. **You** must keep all receipts for any reclaimable expenditure.
5. **We** may take credit card details if for reasons outside **our** control **we** are unable to confirm **your** coverage.
6. **You** must be over sixteen years of age and a permanent legal resident of Britain.
7. **You** must pay in sterling. **Our** settlements and reimbursements will also be in sterling.
8. 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.
9. **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.
10. **We** invite renewals on the understanding that there have been no changes in the risk.
11. 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.
12. **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 credit **your ETA** customer account with an amount proportionate to the unexpired period remaining on the policy for a maximum of three years upon when it will not be recoverable.

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.
13. The **ETA** reserves the right to withdraw and cancel insurances if **you** fail to pay premiums or installments 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.

14. 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.
15. 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.
16. **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 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. Any claims within the first 24 hours of the purchase date of the policy. This does not apply to renewed policies.
6. **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.
7. The recovery of the **vehicle** and passengers if repairs can be carried out at or near the point of the **breakdown** within that day.
8. **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**.
9. Fines or penalties imposed by courts.
10. Call-out charges the police might charge.
11. Claims that exceed £250 or the value of the **vehicle** at any time.
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. The cost of any parts, components, lubricants or materials.

14. 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.
15. Any costs which may be recoverable elsewhere.
16. Claims where the **ETA's** helpline has not been notified promptly of the **breakdown** prior to expenses being incurred and authorised.
17. Claims where charges incurred have not been settled promptly by **you** before requesting reimbursement.
18. Any charges arising from **your** failure to comply with the requests of the **ETA** or its agents concerning the assistance being provided to **you**.
19. Any charges where, having contacted the **ETA**, **you** effect recovery or repair by other means unless **we** have agreed to reimburse **you**.
20. 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.
21. Any costs incurred if **you** are unable to make a telephone connection to the numbers provided.
22. 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.
23. 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.
24. 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.
25. 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 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
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 inclusive.

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

At ETA our literature is printed on 100% recycled paper from post-consumer waste, is fully recyclable and biodegradable, totally chlorine free, elemental chlorine free, NAPM approved, long life archival usage approved,

Nordic Swan environmental awarded and is produced in a mill that holds ISO 14001



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