

Breakdown Cover Policy Wording

1 September 2020 to 30 September 2021 - V1



Your Journey
Our World





Thank you for choosing breakdown cover from the ETA.

You will have already noticed that we are different.

Over the last 30 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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Important Numbers

Useful numbers	
Vehicle breakdowns in Britain call (calls from mobiles or landlines charged as local rate calls)	0333 0000 999 or 0800 0737 283
Bicycle breakdowns in Britain call	0333 000 1234
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	0753 7404 890

Important Information

Your Breakdown Cover

You may take out this insurance in two forms: **personal** or **vehicle**. There are five cover options from which you can pick and mix to suit your needs.

Roadside Assistance

Breakdown 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.

Home Rescue

Covers you should you breakdown at home.

National Recovery

We will recover you and your passengers to anywhere 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

Five-day car rental or overnight hotel stay.

Europe

Extends your level of cover to the rest of Europe.

The cover you receive in the rest of Europe is dependent upon the combination of cover options you have chosen.

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.
- Claims in the case of vehicle breakdown where the registration number of the vehicle has not been registered with the ETA prior to breaking down.
- Vehicles 20 years old and over at the start of the policy are not covered outside of 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 arranged by ETA Services Ltd and underwritten by DAS Legal Expenses Insurance Company Limited. Registered office address is:

*DAS House
Quay Side
Temple Back
BRISTOL
BS1 6NH*

ETA Services Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 313965. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202106. You can check our details on the Financial Services Register register.fca.org.uk.

Breakdown claims are administered by

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

Call Assist is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 304838.

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.

We reserve 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.

We 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) Where we or the insurer reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide accurate and complete answers to the questions your administrator/agent asked

If we 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 we have provided cover.

Where our investigations provide evidence of fraud or misrepresentation, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information. This may result in your policy being cancelled from the date you originally took it out and we will be entitled to keep the premium.

If your policy is cancelled because of fraud or misrepresentation, this may affect your eligibility for insurance with DAS Legal Expenses Insurance Company Limited, as well as other insurers, in the future.

Compensation scheme

DAS Legal Expenses Insurance Company Limited 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. You may also contact the FSCS on their freephone number 0800 678 1100 or 020 7741 4100 or you can write to:

*Financial Services Compensation Scheme
P O Box 300
MITCHELDEAN
GL17 1DY*

Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage you caused deliberately or with your knowledge; or
- If your claim is in any way dishonest or exaggerated,

We will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

ETA Services Ltd Privacy Notice

Our privacy notice explains in detail the types of personal data we may collect about you when you interact with us. It also explains how we'll store and handle that data and keep it safe. The policy can be found in full online at eta.co.uk/privacy-policy. In addition to our privacy notice, you can also find details of all of our suppliers together with links to their privacy policies.

If you would rather we send you a copy, our data protection officer will be pleased to help. Email us at customercare@eta.co.uk or write to us at:

*Customer Care
ETA Services Ltd
68 High Street
WEYBRIDGE
KT13 8BL*

Breakdown Insurance Policy

BREAKDOWN INSURANCE arranged by ETA Services Ltd with DAS Legal Expenses Insurance Company Limited. Registered address: DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

ETA Services Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 313965.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.



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 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 recovery or any costs associated to not reaching / arriving at **your** destination.

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**.

Insurer means DAS Legal Expenses Insurance Company Limited.

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

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 **us** 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 in the opinion of the recovery operator are required to recover the **vehicle**. **Specialist equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

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

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

We/Our/Us means ETA Services Ltd.

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

You can take out **breakdown** cover in one of two forms:

Personal breakdown

Covers a nominated person so that they may be covered in any **vehicle** even if they are only a passenger. Identification will be required. Cover is extended to include **breakdowns** that occur whilst **you** are riding a **bicycle**.

Vehicle breakdown

Covers a nominated **vehicle** for any driver. If **you** have opted to have **vehicle** based cover **you** must notify **us** immediately of any change to **your** registered **vehicle**. Failure to do so before breaking down may result in **your** being charged to use the service.

‘There are five cover options (Roadside Assistance, Home, National Recovery, Hotel and Car hire, Europe); the cover **you** receive is dependent upon which option and combination of cover **you** choose.’

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 days 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.

Home Rescue

Includes all the features and benefits offered by **our** roadside assistance cover including, if **you** **breakdown** at or within a quarter of a mile from **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 & 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

Covers all of the features and benefits offered by **our** Roadside Assistance and, if purchased, National Recovery and Hotel and Car hire, to all states of the **European Union** for up to ninety days within one policy year.

Cover is extended 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 arranged 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.

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.

Cycle Breakdown

This service is only available if you have purchased the Personal Breakdown option

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 appropriate European option has been purchased.

Making a Claim

For a **vehicle breakdown**, please call:
0800 0737 283 or 0333 0000 999

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

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

If **you** are outside **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 075 7404 890 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 m marker has the direction of the nearest telephone.

Exclusions Applicable to Breakdown cover

We shall not be liable for:

1. Any incident, unless **you** have the **home** option, within a quarter of a mile, by public highway, from **your home**.
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 15.
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 in addition to a standard callout where, service cannot be undertaken at the roadside 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** that are not manufactured to carry a spare wheel or have been 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 needed, 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 including 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, or insurance for a hire vehicle or other incidental expenses.
16. 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.
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 **our** requests 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.

Conditions applicable to Breakdown Cover

1. **Your vehicle** must be maintained in a safe and roadworthy condition and serviced in accordance with the manufacturer's guidelines.
2. **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.
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** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available.
6. 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.
7. **We** may take credit card details if for reasons outside **our** control **we** are unable to confirm **your** coverage.
8. 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.

Details of cover

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 **our** customers.

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, **we** 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 **us**.

Free legal advice

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

Customer information

Consumer Insurance (Disclosure and Representations) Act

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **we** might 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.

You must take reasonable care to provide information that is accurate and complete answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full. If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as possible.

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.

Please ensure **you** carry **your** driver's licence and V5C registration document with you during your journey. Because of 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.

Because of 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 (**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 **our** 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 **us** to confirm that cover is in place. However, should this fall outside of **our** 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 **us** 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. **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**.
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. Claims in the case of **vehicle breakdown** where the registration number of the **vehicle** has not been registered with **us** prior to breaking down.
14. Any charges where, having contacted the **us**, **you** effect recovery or repair by other means unless we have agreed to reimburse **you**.
15. **Vehicles** 20 years and older at the start of the policy are not covered outside **Britain**.
16. Any costs incurred if **you** are unable to make a telephone connection to the numbers provided.
17. Claims in the case of **personal breakdown** if identification is not supplied.
18. Any destruction of, or damage to, property by, or under the order of, any government, local or public authority.
19. 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.
20. 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.
21. 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, 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 **us** to recover any costs incurred by **us**. If **you** are covered by any other insurance policy for any costs incurred by **us** **you** shall claim these costs and reimburse **us**.
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. **We** reserve 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..
12. **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 2018 **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 any aspect of your policy or the service provided, please contact:

*Customer Care Manager
ETA Services Ltd
68 High Street
WEYBRIDGE
KT13 8BL
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 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

DAS Legal Expenses Insurance Company Limited 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.

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

1 September 2020 to 30 September 2021 inclusive.

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



Breakdown Cover Policy Wording

1 September 2020 to 30 September 2021 - V1



Your Journey
Our World