

Mobility Scooter Rescue Policy Wording

1 September 2020 to 30 September 2021 - 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 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 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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Important numbers

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:	0753 7404 890
If you need to contact us call: (Calls from mobiles or landlines charged at local rates)	0333 000 1234

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.

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 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

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.

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.

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*

Mobility Scooter Rescue Policy

Breakdown Insurance 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:

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

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. .

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

Insurer means DAS Legal Expenses Insurance Company Limited.

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 means ETA Services Ltd.

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.

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 **our** members.

Road traffic collision

If the incident has been caused by a road traffic accident **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. 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 **us**.

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.

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.

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. 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.
13. **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 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.

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 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** 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 **our** 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 **us** or **our** agents concerning the assistance being provided to **you**.
19. Any charges where, having contacted **us**, **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 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.



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