

# Emergency Assist

Breakdown Membership Wording

## Cars, Vans & Motorcycles

**Important: Please read and retain for future reference**



EMERGENCY  
ASSIST LTD

## Welcome to Emergency Assist

Thank you for choosing Emergency Assist for your motor breakdown. Our priority has always been, and always will be, You the customer. We often say at Emergency Assist that breakdown cover is a million different shades of grey, with everyone having their own specific and unique details, circumstances, and in the event of a breakdown, location and set of needs. We serve to simplify the process and treat each and every member with equal importance and ultimately deliver a quality of service that We are proud to put Our name to. Over 20,000 of Our members share Our opinion;



As well as investing in Our members We also reinvest back into Our industry, to Our trusted partners that provide the quality of service at the roadside. That is why We are proud to be a stakeholder within the Slow Down Move Over campaign, which aims to build a culture of awareness for all road users and improve the safety of those working or stranded at the roadside. More information can be found at [www.slowdownmoveover.uk](http://www.slowdownmoveover.uk)



## Service Provider

This membership and the services herein are provided by Emergency Assist Limited, who are an Appointed Representative of 2Gether Insurance Limited for the distribution of this non-regulated product. Pursuant with Article 12 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, UK Breakdown cover operates outside the scope of the Financial Conduct Authority (FCA).

2Gether Insurance Limited are authorised and regulated by the Financial Conduct Authority (Firm Reference Number 579333). Registered office: Exchange Square, Wisbech, Cambridgeshire, PE13 1RA (Company Number 07561225).

## Help Us In Order To Help You

**Ascertaining your location in the event of a breakdown is a fundamental part of reporting a service request. To make this process as simple, easy and accurate as possible, Emergency Assist have teamed up with what3words.**



Street addresses weren't designed for the current day and age. They aren't accurate enough to specify precise locations, such as building entrances, and don't exist for parks and many rural areas. This makes it hard to find places and prevents people from describing exactly where help is needed in an emergency.

what3words divided the world into 3 metre squares and gave each square a unique combination of three words. It's the easiest way to find and share exact locations. Millions of people around the world use what3words to make life safer, more efficient and less frustrating.

what3words does not aim to replace street addressing. Rather, it is a useful addition when street addresses are not accurate enough, and an instant, scalable solution where addresses do not exist.

Compared to current street addressing systems, 3 word addresses are far more accurate, as they refer to a specific 3m x 3m area. As the entire what3words grid is fixed, the 3 word address for a particular location will never change even if buildings or streets are redeveloped.

3 word addresses are unique, unlike street names which are often duplicated, and they are easier to communicate and share with others.

For more information visit [www.what3words.com/about](http://www.what3words.com/about)

Download what3words from your app store of choice to help us help you in the event of a breakdown.



## How to contact Us

### In the event of a breakdown

If You have broken down and wish to make a request for service then please call Us on; **01945 586228**

For members who are deaf, hard of hearing or speech impaired, please call Us on the above number from the Relay UK app on your smartphone. More information can be found at [www.relayuk.bt.com](http://www.relayuk.bt.com)

### What Our operators will need if You breakdown

- Your name and membership number
- The vehicle's make, model and registration number
- The exact location of the Vehicle, such as the road You are on, an identifiable landmark or the unique 3 word combination for your location from what3words.
- What You suspect the nature of the fault is
- The telephone number You are calling from
- Details of a Suitable Garage for Your Vehicle to be recovered to (where applicable)
- We will then arrange for a Recovery Operator to attend to the given location as quickly as possible.
- If your breakdown is as a result of a flat, punctured or blown tyre We will also require You to have the following;
  - a. The locking wheel nut key (where applicable)
  - b. A fully serviceable spare, or space saving, wheel

### Need to change your membership?

If You need to make a change to your membership You can do so online by visiting [www.emergencyassistltd.co.uk](http://www.emergencyassistltd.co.uk) and clicking on the 'Existing Members'.

Alternatively You can call Us to make a change on **01945 586200**.

Please note that any changes to your membership are subject to an administration charge of £7.50.

### General enquiries or cancellations

For general enquiries or to discuss cancelling your membership please call Us on **01945 586200**

### To discuss your renewal

For anything related to the renewal of your membership please call Us on **01945 586200**

Please note Our office opening hours are Monday to Friday, 9am to 5pm, with the exception of Our breakdown call centre, which is open 24 hours a day, 365 days a year.

## Please note

This membership wording and Membership Details document should be read together as one document. Please keep these documents together and in a safe place.

It is important You read these documents carefully to make sure they provide You with the level of cover You require. Please check your Membership Details document carefully to make sure the information We hold about You is correct, as otherwise, a request for service may be declined.

You must therefore tell Us if this information is incorrect or if it changes at any point during Your Membership. If your circumstances change at any point during the course of the Membership Term please inform Us as soon as possible. Failure to inform Us of any changes could invalidate parts of your membership and result in attendance being refused in the event of a breakdown.

- If You cancel Your recovery after initially calling Us, are not with the Vehicle when a Recovery Operator arrives, the Vehicle is not in an accessible location when You have informed Us otherwise or no fault is found with the Vehicle upon inspection by a Recovery Operator, then You will be charged a cancellation fee of £120.00.
- Please ensure prior to calling Us in the event of a Breakdown that a Recovery Operator will be able to lawfully access the Vehicle if the Vehicle is on private land, such as a campsite, otherwise You will be liable for a cancellation charge.
- Any repair carried out by a Recovery Operator is deemed a Temporary Repair. We therefore insist that Vehicle is taken to a garage immediately and any permanent repairs are made. We reserve the right to request evidence of any permanent repairs.
- You are only covered for the Vehicle that is registered upon taking out the Membership unless You have notified Us of a change during the Term of the Membership.
- You may change the Vehicle on Your Membership up to 4 times during the Term, however, temporary changes of Vehicle are not permitted within this Membership. Please note an administration charge of £7.50 will apply to any change in membership detail.
- If a change of Vehicle takes place during the Term of the Membership the Inception Period will apply from the date the change takes effect from.
- If any of Your details change during the Term of the Membership, such as Your address, please notify Us immediately.
- In the event of a Breakdown a message forwarding service is available where We can contact someone on Your behalf to inform them of your situation should You wish.
- You will be notified of Your renewal up to 28 days in advance of Your renewal date. If upon taking out this Membership you permitted for it to be automatically renewed at the end of the Term, payment will be attempted within 7 days of Your renewal, using the same payment method as You used originally. If You wish to change your automatic renewal option, please email Us at [renewals@emergencyassistltd.co.uk](mailto:renewals@emergencyassistltd.co.uk) or by calling 01945 586200.

## Conditions of Membership

The following conditions apply to Your Membership. Refusal, or refusal to comply with any of these conditions by You or any driver of the Vehicle, may result in Us being unable to attend to a Breakdown and We may cancel Your Membership;

- The Vehicle must be maintained to a good state of mechanical and electrical repair and is of a Roadworthy Condition.
- We will always decide on the best possible way of offering assistance, after taking into account individual circumstances. If the assistance that We offer does not suit Your requirements then You may request alternative assistance on a Paid Basis, the cost of which is a minimum of £125.00 subject to circumstances.
- We do not accept any liability for any pets, animals or livestock within the Vehicle at the point of Breakdown or during any subsequent recovery (where applicable).
- If requested You must provide evidence of your Vehicle's MOT (where applicable) and/or receipts/invoices for any work that has been undertaken as a result of a Breakdown or in the recent past.
- Any Breakdown as a result of inadequate repair, unsuccessful DIY, any previous Breakdown We have attended, or any previous Breakdown We have been made aware of, where the fault is in Our opinion the same, related or similar, and where no remedial action has been taken to correct the fault, shall be attended on a Paid Basis only.
- Any subsequent Breakdown for a fault that We have attended or been made aware of previously and where a repair may not have been undertaken to rectify the original cause of Breakdown. In this scenario We may offer the service of a Recovery Operator but You would have to pay for this service separately as it would be outside of the membership terms. If You opted for the paid recovery service and You are subsequently able to provide evidence that the original breakdown cause had been repaired, and it is established that the breakdown cause is unrelated, We will reimburse the cost under the terms of this membership.
- Attendance by a Recovery Operator cannot be used as a reason by the Membership Holder or any other driver of the Vehicle to avoid the cost of repairing or recovering the Vehicle.
- We reserve the right to refuse, and/or cancel a Membership or Service Request, if anyone behaves inappropriately towards any employee or representative of Ours by, including but not limited to, acting in a threatening or abusive manner, whether physically or verbally or;
- Deliberately mislead or omit to tell Us important details or facts about a Breakdown in order to obtain assistance. If in doing so results in Us attending a Breakdown where We otherwise would not have, You will be retrospectively charged £120.00 for the attendance.

## Use of language

Unless otherwise agreed, the contractual terms and conditions of this Membership Wording and Membership Details shall be in English.

## Law

Unless We agree otherwise, this Membership Wording and Membership Details, along with other information relating to this contract, will be subject to the laws of England and Wales.

## Definition of words

Within this Membership Wording certain words have a special or specific meaning. These words will appear throughout this Membership Wording with a capital letter

- **Accident** - Means where the Vehicle is involved in an incident that happens unexpectedly and unintentionally. This includes any collision, or impact with a foreign object, including pothole damage.

**Please note:** Although You are not covered for accidents under this Membership, please refer to the Accident Assistance literature You were provided with, as You may be entitled to assistance under this service.



- **Breakdown / Broken Down** - Means the Vehicle has ceased to function as a result of an electrical or mechanical failure, including the failure of the Vehicle's battery and/or tyres, or as a result of Misfuelling or running out of fuel, but not as a result of accident, fire, flood, theft or act of vandalism.

The failure of a component (e.g. heating or air condition system), or illumination of any of the Vehicle's warning lights, does not constitute a Breakdown unless it results in the Vehicle ceasing to function. In this instance, You need to make Your way to a place of repair, and any Breakdown cover within this Membership will not apply.

- **Caravan / Trailer** - Means any caravan or trailer that adheres to the following specifications:

Max Weight (gross)	Max Length	Max Width
3.5 tonnes	7.0 metres excluding draw bar and coupling	2.44 metres

- **Campervan / Motorhome** - Means any vehicle which has been manufactured or modified, whether professionally or DIY, to provide an element of accommodation in addition to any other facilities. Please note that for the purposes of this policy the DVLA classification of the vehicle is not definitive.
- **Excess** – Means the first amount that You must pay towards any Service Request.

**Please note:** In the event of a Breakdown You will be charged the amount of Excess shown on Your Membership Details for each call out for one of Our Recovery Operators to attend. Additional information can be found on Your Membership Details document.



- **Home** - Means the address where the Membership Holder lives permanently as shown on Your Membership Details.
- **Inception Date** - Means the date with which Your Membership commences as stated on Your Membership Details.
- **Inception Period** - Means a period of 46 hours from the Inception Date before You, or anyone driving the Vehicle, is able to make a Service Request on this Membership.
- **Market Value** - Means a reasonably determined value for Your Vehicle, using recognised industry data, based upon, but not limited to, vehicles of an equivalent age, make, model and mileage.
- **Membership** - Means the terms and conditions contained herein, along with Your Membership Details, which forms the basis of the agreement between Us and You.
- **Membership Details** - Means the document containing important information about Your Membership which must be read in conjunction with this Membership Wording.
- **Membership Holder** - Means the person named on the Membership Details.

- **Membership Wording** - Means this document and the terms and conditions contained herein.
- **Misfuel / Misfuelling** – Means where the Vehicle has been fuelled with an incorrect fuel type.
- **Paid Basis** - Means assistance that You will have to pay for separately outside the terms of this Membership because the circumstances aren't covered under Your Membership. Assistance on this basis constitutes a separate agreement outside the Membership.
- **Recovery Operator** - Means any person appointed or instructed by Us to provide breakdown assistance services on Our behalf.
- **Roadworthy Condition** - Means that the Vehicle has been driven regularly within the last 30 days and maintained in line with the manufacturer's guidelines, it holds a current UK MOT certificate where appropriate, is taxed, insured, there are no known faults with the Vehicle and has had a full service within the last 12 months.
- **Service Request** - Means any request for assistance, service or a benefit under any section of this Membership.
- **Suitable Garage** – Means a qualified mechanic or garage, which is appropriate for the type of repair necessary to remedy Your Vehicle, and where the work undertaken can be evidenced in writing. Please note that the opening hours of these establishments do not affect their suitability. You are responsible for providing this information to Our call handlers, and the place of repair will be acting as an agent on Your behalf, for the duration of the work undertaken;
- **Temporary Repair** - Means a repair affected at the roadside by a Recovery Operator.
- **Term** - Means the duration of this Membership as per the dates stipulated on Your Membership Details.
- **Territorial Limits** - Means England, Scotland, Wales, Northern Ireland, Jersey, Guernsey and the Isle of Man.
- **Vehicle** - Means any private car, van, motorcycle or moped which complies with the following. Please note that Campervans and Motorhomes are excluded from this Membership, along with Vehicle being used for, or in conjunction with, any private or public hire, or any courier or delivery services, including removal services.

Max Weight (gross)	Max Length	Max Width
3.5 tonnes	6.0 metres	2.3 metres

- **We / Us / Our** - Means Emergency Assist Limited of Exchange Square, Wisbech, Cambridgeshire, PE13 1RA.
- **You / Your** - Means the person named on the Membership Details.



## Your Cover

### Membership Types

The level of cover will be stated on Your Membership Details. Please also refer to the sections stated which relate to the elements of this Membership Wording which are applicable to You and the cover purchased.

- **Vehicle Cover** - Following a Breakdown, We will provide assistance in accordance within the terms of this Membership for any Vehicle(s) stated on the Membership Details. We reserve the right not to offer assistance under the terms of this Membership in respect of any Vehicle(s) not stated on the Membership Details. Should any Vehicle(s) be acquired during the Term of Membership for which cover under this Membership is required You must inform Us immediately.
- **Personal Cover** – Following a Breakdown, We will provide assistance in accordance within the terms of this Membership to the Membership Holder or any person who is stated on the Membership Details whilst they are the driver or passenger of any Vehicle which is 15 years of age or under.

## Section A: Homestart in the UK

If Your Vehicle has Broken Down within the United Kingdom, and is within 1 mile of Your Home as established by Us, or at the Home address as per Our most recent records, We will instruct a Recovery Operator to either;

1. Attend the scene of the Breakdown and where possible carry out a Temporary Repair, and/or,
2. Recover the Vehicle to a Suitable Garage straight away. The garage maybe chosen by You however must be within a 25 mile radius of the site of the Breakdown as measured by Us.

Important: In the event the Breakdown is as a result of a flat, blown or punctured tyre the following will apply: Please note that if We are not given the correct information about the availability or condition of a spare or space saver wheel, only the original service offered shall be honoured:.

1. If You have an accessible and serviceable spare, or space saver wheel, along with any relevant locking wheel nut key (where applicable), a Recovery Operator will replace the wheel.
2. If neither the relevant locking wheel nut key is present or an accessible and serviceable spare, or space saver wheel, then if You are able to source a mobile tyre fitter to attend. the call out charge of this shall be covered within Your Membership on a reimbursement basis of up to £40.00, but the cost of any parts or tyre(s) required will be on a Paid Basis.
3. Where a mobile tyre fitter is unable to be sourced We shall recover Your Vehicle to the nearest garage able to effect a repair. This is where Our assistance will end.

## Section B: Roadside assistance in the UK

If Your Vehicle has Broken Down within the Territorial Limits of this Membership, and more than 1 mile from Your Home as established by Us, We will instruct a Recovery Operator to either;

1. Attend the scene of the Breakdown and where possible carry out a Temporary Repair, or,
2. Recover the Vehicle to a Suitable Garage straight away.

One of the above options will be arranged by Our experienced team with all factors taken into consideration, such as, but not exhaustive to; the time of day, type of repair required, number of passengers, Your location.

If it is clear when You call Us that a Temporary Repair will not be possible at the roadside, We will instead arrange to recover You, Your Vehicle and up to six passengers to the nearest Suitable Garage straight away.

This decision will be based on a number of factors, including the time of day, type of repair required, number of passengers, Your location and the safety of You, Your passengers and Our Recovery Operator. Please note that We shall not reattend the next day, or at any other point in time, to redeliver the Vehicle to a preferred location, if this was not available at the point of Breakdown.

Important: In the event the Breakdown is as a result of a flat, blown or punctured tyre the following will apply: Please note that if We are not given the correct information about the availability or condition of a spare or space saver wheel, only the original service offered shall be honoured:

1. If You have an accessible and serviceable spare, or space saver wheel, along with any relevant locking wheel nut key (where applicable), a Recovery Operator will replace the wheel.
2. If neither the relevant locking wheel nut key is present or an accessible and serviceable spare, or space saver wheel, then if You are able to source a mobile tyre fitter to attend. the call out charge of this shall be covered within Your Membership on a reimbursement basis of up to £40.00, but the cost of any parts or tyre(s) required will be on a Paid Basis.
3. Where a mobile tyre fitter is unable to be sourced We shall recover Your Vehicle to the nearest garage able to effect a repair. This is where Our assistance will end.

## Section C: National recovery

If We are unable to carry out a Temporary Repair to the Vehicle within the Territorial Limits We will decide based upon whichever is geographically closest to the site of Breakdown, as measured by Us, one of the following;

1. To recover the Vehicle, and any Caravan or Trailer where applicable, the driver and up to six passengers to the nearest Suitable Garage able to effect a repair
2. Your intended onward destination
3. Your Home

**Please Note:** In the event the attending Recovery Operator is unable to transport You or any passengers within the recovery vehicle, You are able to arrange Your own alternative travel arrangements, subject to the Membership limits as set out in the 'Onward Travel in the UK' section of this document. In the instance of opting for taxi transportation however, in the event of a recovery agent not being able to transport You or any passengers, the maximum amount We would reimburse would be £40.00.

## Section D: Onward travel in the UK

In the event that Your Vehicle is recovered to a Suitable Garage within the Territorial Limits, is more than 25 miles from Your Home and repairs cannot be carried out on the same calendar day, then You will be offered one of the following at Our discretion;

1. The cost of alternative road or rail travel for the driver and up to six passengers to one destination within the Territorial Limits of this Membership. This will also include a return journey for one person to collect the Vehicle upon completion of repairs. This is limited to a maximum of £40 per person or £280 for all persons.
2. The cost of one night's accommodation, excluding food and drink, for the driver and up to six passengers. This is limited to a maximum of £40 per person or £280 for all persons.
3. The cost of a suitable hire car for one day up to a maximum of £50
4. The cost of a taxi fare to transport the driver and up to six passengers up to a maximum of £40 per person, subject to the total being reimbursed being no greater than that of the total taxi fare.
5. The recovery of Your Vehicle and up to six passengers to Your Home address or chosen location.

Important: The above options are at Our discretion and subject to Our approval. Each of the available options is on a reimbursement basis only and will not be paid for in advance by Us. Receipts and/or invoices should be emailed to Us at [support@emergencyassistltd.co.uk](mailto:support@emergencyassistltd.co.uk). Following validation of Your request, please allow up to 28 days for payment to be made.

### **What is not covered**

1. Any hire car where You do not comply with the usual terms and conditions of the hire car company.
2. We will not cover the cost of;
  - a. delivery or collection of the hire car, including one-way surcharges, and the cost of any fuel in doing so
  - b. any fuel consumed by You or any other driver during the period of hire
  - c. any insurance excess payable under insurance for the replacement car
3. We will not supply a hire car of any specific make, model or type, or specially adapted vehicles or those with a tow bar.

The maximum payable for any Service Request from any one Breakdown, including any reimbursement costs, is £2000.00, or the current Market Value of the vehicle, whichever is lower.

## **Section E: Misfuel**

If the Vehicle(s) shown on Your Membership Details is fuelled unintentionally with an incorrect fuel type within the Territorial Limits of the Membership, We will,

1. Attend the scene to empty, flush, clean out and/or unblock the Vehicle's fuel tank, fuel lines or filters.
2. Fill the Vehicle with up to £20.00 of the correct fuel type
3. Arrange safe disposal of the contaminated fuel

If We are unable to mobilise the Vehicle due to any damaged caused by misfuelling, We shall recover the Vehicle to the nearest garage able to effect a repair. This is where Our assistance will end.

### **What is not covered**

1. More than £20.00 of the correct fuel type
2. More than 2 Misfuel Service Requests during the Term of the Membership
3. Any cost in respect of;
  - a. Damage due to wear and tear
  - b. Pre-existing defects
  - c. Any Breakdown not caused by Misfuelling
  - d. The cost of any replacement parts or labour as a result of Misfuelling

## Section F: Lockout cover

If during the Term of this Membership, You are unable to gain access to a Vehicle stated on the Membership Schedule, due to the keys or fob being lost, stolen, broken or damaged, or locked inside the Vehicle, We shall:

1. Instruct a Recovery Operator to attend and attempt to gain entry to Your Vehicle using specialist equipment, enabling You to complete Your journey, or;
2. Recover the Vehicle to a Suitable Garage or place of repair straight away. The site maybe chosen by You however must be within a 25 mile radius of the site of Breakdown as measured by Us.

### What is not covered

1. We will not cover any costs in respect of,
  - a. Replacement key(s), fob(s) or the cost of consequently re-programming an immobiliser, alarm or vehicle security system.
3. Theft or malicious damage by a family member
4. Any key or fob that is not applicable to the Vehicle(s) as noted on Your Membership Details
5. Any Service Request that We are not notified of within the first 3 days of known loss, damage, failure or breakage
6. Where another key or fob is present and in working order

## General exclusions

The following exclusions apply to all sections of Your Membership;

1. Any Service Request for a Breakdown prior to, or within, the Inception Period.
2. If the Vehicle is not in a Roadworthy Condition at the time of Breakdown.
3. Any Service Request for any broken glass.
4. No Service Request is eligible as a result of an Accident. Please refer to 'Accident' on the Definition of words earlier in this document.
5. Any Service Request resulting from the Vehicle's lights, radio, third party electronic devices or any chargers being left on unintentionally, or otherwise, by anyone.
6. Any Vehicle that is being used, or has been modified for use, in motor racing, rallies, speed or endurance events.
7. Any Vehicle which requires specialist repairs as a result of modification of any kind unless previously agreed by Us.
8. Any Vehicle which does not have a current valid MOT (where applicable) and/or is not taxed at the point of making a Service Request.
9. Any liability or consequential loss being placed, or charged, upon Us as a result of assistance being provided by a Recovery Operator. In this instance You will be required to contact the Recovery Operator directly. Details can be provided upon request.
10. Any Service Request where this Membership is being used by the Membership Holder or any other driver of the Vehicle to avoid the cost of repairing or recovering the Vehicle.
11. Any Vehicle which is already at a garage or other place of repair.
12. Any Service Request relating to a Caravan or Trailer which Breaks Down. If Your Insured Vehicle Breaks Down while towing a Caravan or Trailer, We will also arrange for Your Caravan or Trailer be recovered to the same location as Your Vehicle.

13. Recovery of Your Vehicle to more than one destination including a second recovery or attendance by a Recovery Operator as the original destination was not able to accept Your vehicle for any reason. In this situation, We will instruct the Recovery Operator to leave Your Vehicle as near as safely possible to the destination requested originally.
14. A garage or other place of repair undertaking work on Your Vehicle will be acting as an agent on Your behalf and as such We bear no responsibility or liability for any advice, work or action undertaken, or given, by them.
15. Any charges incurred by You prior to notification of Breakdown to Us.
16. Any Campervan or Motorhome.
17. Where We can evidence that this Membership is being used by the Membership Holder or any other driver of the Vehicle to avoid the cost of repairing or recovering the Vehicle or where a known fault existed with the Vehicle prior to the Inception Date, service shall be refused.
18. Any Service Request where the Vehicle is immersed in mud, snow, sand or water. This also extends to any Breakdown as a result of contact with the above.
19. Any Breakdown as a result of a slipped chain on a motorcycle, moped, scooter or other chain driven Vehicle.
20. The cost of any parts, components, lubricants, labour or materials required to repair Your Vehicle
21. The reimbursement of any charges for food, drink, telephone calls, fuel, oil or any other incidental expenses.
22. Any charges incurred by You where providing assistance under this Membership would be deemed unlawful.
23. Any Breakdown where Your Vehicle is not in an accessible location, or the location of the Vehicle prevents the completion of a Service Request, where We have been informed otherwise.
24. The cost of any specialist equipment required to recover or attend to Your Vehicle during a Service Request.
25. Recovery of Your Vehicle which cannot be undertaken in a safe and legal manner.
26. Any Service Request where money is owed to Us under this Membership.
27. Any Service Request for, or arising from, loss or damage to the contents of, or within, Your Vehicle.
28. Any toll charges, ferry charges, parking charges or traffic congestion charges incurred as a result of recovering Your Vehicle.
29. Any charges or costs incurred by You as a result of You deciding to scrap Your Vehicle.
30. We are not chargeable, or liable, as the result of a Breakdown for any financial loss You may incur, such as, but not limited to, loss of earnings, missed appointments or missed flights, trains or other pre-purchased transport tickets.
31. Any Service Request for a Vehicle being used for, or in connection with, any private or public hire, or any courier or delivery services, including removal services and driving instructor vehicles.
32. Any Service Request where Your Vehicle warning lights are activated but the Vehicle is not immobilised. The lighting up of any of the Vehicles warning lights will only count as a Breakdown if the manufacturers handbook confirms that immediate attention is required and the Vehicle should not be driven.
33. Any Service Request for assistance following a Breakdown or Accident attended to by the police, highways agency or other emergency service, until the services concerned have authorised the vehicles removal. If the police, highways agency or emergency service insist on recovery by a third party for any reason, the cost of this must be met by You.

## Nature of emergency breakdown cover

Recovery Operators are trained and equipped to undertake temporary roadside repairs where applicable and are not in a position to comment on the general roadworthiness or safety of a vehicle, before, during or after a Breakdown or repair. Furthermore, the completion of an emergency repair cannot be taken to signify, or in any way guarantee, the general roadworthiness of the Vehicle concerned and attention should always be sought from a garage or alternative place of repair.

## Matters outside of Emergency Assist's reasonable control

Whilst Our top priority is meeting the service needs of Our membership holders, Our resources are finite and this may not always be possible. We shall not be liable for failing to accept a Service Request where We are faced with circumstances that are outside Our reasonable control. Events which might constitute this include, but are not limited to; acts of God, outbreak of hostilities (where war has been declared or not), riot, civil disturbance, acts of rebellion or revolution, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), acts of invasion, fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, roads that are not reasonably accessible by Us, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, pressure waves caused by aircraft or any other airborne devices, malicious damage, strike, lock out or industrial action of any kind.

## What to do if You have a complaint

We realise that things can go wrong and there may be occasions when You feel that We have not provided the Membership or service You expected. When this happens We want to hear about it so that We can try to put the matter right.

If You wish to register a complaint please contact Us in one of the following ways;

Email: [complaints@emergencyassistltd.co.uk](mailto:complaints@emergencyassistltd.co.uk)

Writing: Complaints Department  
Emergency Assist  
Exchange Square  
Wisbech  
Cambridgeshire  
PE13 1RA

## Referring your complaint to the Financial Ombudsman Service

If Your complaint was about the sale or administration of this membership and You are unhappy with the response You received, or You have not received a response within 8 weeks of the date Your complaint was received, You may be eligible to refer Your case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but You must do so within 6 months of receiving their final response. Further information can be found at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Financial Ombudsman Service exists to help resolve complaints when We have not been able to resolve matters to Your satisfaction and the service they provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service, Exchange Tower,

Harbour Exchange Square, London, E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline)

0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This complaints procedure does not affect Your legal rights.

## Data protection

We will only collect and use Your personal data in the following circumstances.

### Membership set up and management

We may collect and use Your name, identity and contact information, and personal information associated with Your Vehicle and its use for the purpose of deciding whether to enter and then performing the agreement between Us to provide Your Membership.

We may use automated decision making procedures to decide on the availability of a Membership and its terms. You may express Your views and request an individual review of an automated decision by contacting Us at [enquiries@emergencyassistltd.co.uk](mailto:enquiries@emergencyassistltd.co.uk).

We may share personal data collected for these purposes with the Administrator to manage the Membership. We may also share personal data collected for these purposes with third parties for identity and credit checking purposes and to identify potential fraud.

We will retain the personal data used to decide whether to enter a Membership for 6 years. We will retain the personal data used to manage and administer a Membership for the duration of the Membership plus 6 years.

### Service Requests

If You make a Service Request under Your Membership, We will collect personal data relevant to the circumstances of the request for the purpose of investigating and responding to the request. We may use automated decision making procedures to decide Service Requests. We will notify You if this occurs and give You an opportunity to express Your views and request an individual review of an automated decision. We may also share personal data collected for these purposes with other parties, regulatory bodies and the police to investigate Service Requests and prevent fraud. We will retain personal data collected in relation to a Service request for 6 years from the conclusions of the request.

### Service information

We may use Your personal information to inform You of updates and changes to Our services. We will not share Your personal data with any third parties for marketing purposes without Your agreement.

### Your personal data rights

We will keep Your personal data secure. We will not transfer your personal data outside the United Kingdom or European Economic Area without first notifying You and informing You of the safeguards We will use to protect Your personal data. The most likely reason for such a transfer would be to assist the investigation of Service Request occurring outside the United Kingdom or European Economic Area.

You have the right to have access a copy of the personal data We hold about You.

You have the right ask Us to correct Your personal data if it is inaccurate or incomplete.

You have the right to ask Us to erase Your personal data. We will provide You with a written response to any such request, including any reasons why We do not agree to the request.

You have the right to stop Us processing Your personal data in certain ways, e.g. for marketing purposes. If We do not agree to erase Your data because it might be needed for a future legal claim, We might instead agree to restrict its processing to these reasons alone.

You have the right to obtain a copy of Your personal data for Your own purposes and to move, copy or transfer it from one environment to another.

You have the right to object to processing for purposes of direct marketing, profiling, and research if that processing is likely to cause, or is causing, You damage or distress unless there is another legitimate reason for the processing.

You can exercise the above rights by contacting: [enquiries@emergencyassistltd.co.uk](mailto:enquiries@emergencyassistltd.co.uk)

If You have any questions or concerns about how We handle Your personal data You should contact [enquiries@emergencyassistltd.co.uk](mailto:enquiries@emergencyassistltd.co.uk). Please note We record telephone calls for training and evidentiary purposes.

## **Cancellation of your Membership**

If You cancel this Membership within 14 days from the day You bought it or the date You received all of the documents (whichever date is later) You will receive a full refund of premium less Our administration fee of £10.00.

If You have made a Service Request during the first 14 days, or cancel Your Membership after this period, then there will be no refund of premium due to You. In this instance, and if paying Your Membership by monthly installments, any outstanding balance on Your finance agreement will be due in full.

We reserve the right to suspend Your Membership if a Service Request has been successfully made to which it transpires that We should not have provided assistance under this Membership, until such time as the callout and costs incurred by Us are reimbursed to Us in full. If You, after being notified of such costs and suspension of Your Membership, fail to reimburse Us within a reasonable period of time, We reserve the right to cancel Your Membership by giving You 14 days written notice to Your Home address as held by Us.

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**EMERGENCY  
ASSIST LTD**

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Emergency Assist Ltd is incorporated at Companies House, Cardiff (Company Number 10635572). Registered Office: Exchange Square, Wisbech, Cambridgeshire, PE13 1RA and VAT registered number 263089004.