



Premium Cover

How to contact us

Broken down in the UK

Call us on

01945 586228

For changes to your Membership

visit the 'Member Area' on our website:
www.emergencyassistltd.co.uk

You can also write to us at:

Emergency Assist
Exchange Square
Wisbech
Cambridgeshire
PE13 1RA

What our operators will need if you breakdown

1. Your name
2. The vehicle's make, model and registration number
3. The exact location of the vehicle, such as the road you are on, the nearest junction, identifiable landmark etc.
4. What you suspect the nature of the fault is
5. The telephone number you are calling from

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 require you to have the following:

1. The locking wheel nut key (where applicable)
2. A fully serviceable spare, or space saving, wheel

Please note

1. 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 £98.40.
2. 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 as per point 1 above.
3. 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
4. **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**.
5. **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 a minimum administration charge of £5.00 will apply to any change in membership detail.

6. 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.
7. If any of **Your** details change during the **Term** of the **Membership**, such as **Your** address, please notify **Us** immediately.

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**:

1. The **Vehicle** must be maintained to a good state of mechanical and electrical repair and is of a **Roadworthy Condition**.
2. No more than a total of 6 **Service Requests** are permissible under all sections of this **Membership** during the course of the **Membership Term**.
3. **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 which is to be arranged by **You** at **Your** own cost.
4. 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).
5. 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.
6. Further to point 5 above, any **Breakdown** as a result of inadequate repair, unsuccessful DIY or any previous **Breakdown** **We** have attended in the last 3 months 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.
7. 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**.
8. **We** reserve the right to refuse, and/or cancel a **Membership** 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;
9. 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 for the attendance.

Definition of Words

Within this **Membership Wording** certain words have a special or specific meaning. These words will appear throughout this **Membership Wording** in bold type and start with a capital letter

- **Accident**

Means where the **Vehicle** is involved in an incident that happens unexpectedly and unintentionally.

- **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, but not as a result of fire, flood, theft or act of vandalism. This also extends to **Misfuelling**. The failure of a component (e.g. heating or air condition system) does not constitute a **Breakdown** unless it results in the **Vehicle** ceasing to function. The illumination of any of the **Vehicle**'s warning lights does not constitute a **Breakdown**. 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 (23 feet) excluding draw bar and coupling	2.44 metres (8 feet)

- **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 **Service Request** in order for one of our **Recovery Operators** to attend. Additional information can be found on **Your Membership Details**.

- **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 48 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 Holder**

Means the person named on the **Membership Details**

- **Membership Details**

Means the document containing important information about **Your Membership** which must be read in conjunction with the **Membership Wording**.

- **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.

- **Non-Commercial Use**

Means the **Vehicle** is used solely for personal reasons and not in conjunction with any delivery service or service involving carriage of goods or being used for public or private hire..

- **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 maintained in line with the manufacturer's guidelines, holds a current UK MOT certificate where appropriate and there are no known faults with the **Vehicle**.

- **Service Request**

Means any request for assistance, service or a benefit under any section of this **Membership**.

- **Temporary Repair**

Means a repair affected at the roadside by a **Recovery Operator**

- **Term**

Means the duration of this **Membership**, which is for 12 months, commencing from the **Inception Date** as 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 specifications and is used for **Non-Commercial Use**. Please note that Campervans and Motorhomes are excluded from this membership

Max Weight (gross)	Max Length	Max Width
3.5 tonnes	5.5 metres (18 feet)	2.3 metres (7.5 feet)

- [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 Membership

Sub Section A) If **Your Vehicle** has **Broken Down** within the **United Kingdom**, and is within ¼ 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 may be 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:

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 **We** shall source a mobile tyre fitter (where available) to attend. The call out charge of this shall be covered within **Your Membership**, but the cost of any parts or tyre(s) required will be at **Your** cost.
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.

Sub Section B) If **Your Vehicle** has **Broken Down** within the **Territorial Limits** of this **Membership**, and more than ¼ 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.

Important: In the event the **Breakdown** is as a result of a flat, blown or punctured tyre the following will apply:

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 **We** shall source a mobile tyre fitter (where available) to attend. The call out charge of this shall be covered within **Your Membership**, but the cost of any parts or tyre(s) required will be at **Your** cost.

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.

Sub Section C) If **We** are unable to carry out a **Temporary Repair** to the **Vehicle** **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 4 passengers to the nearest suitable garage able to effect a repair
2. **Your** intended onward destination
3. **Your Home**

Sub Section D) In the event that **Your Vehicle** is recovered to a suitable garage 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 4 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.
2. The cost of one night's accommodation, excluding food and drink, for the driver and up to 4 passengers. This is limited to a maximum of £40 per person or £200 for all persons.
3. The cost of a suitable hire car for one day up to a maximum of £50

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 can be sent to us at the address or email on page 1 of this document.

The maximum payable for any Service Request from any one **Breakdown**, including any reimbursement costs, is £1500.00, or the current **Market Value** of the vehicle, whichever is lower.

What is not covered

1. Labour charges in excess of one hour of the **Recovery Operator** arriving at the scene of the **Breakdown**.
2. The **Excess** shown in your **Membership Details**
3. The cost of any parts required to repair **Your Vehicle**
4. Any **Breakdown** as a result of an **Accident**.
5. Any **Breakdown** from a fault where **We** have previously attended for that fault, or a related fault in **Our** opinion, and as a result of a **Temporary Repair** affected by **Us**, or insistence by **Us** that garage attention is immediately required, further garage attention and subsequent repairs have not been sought. This does not apply in the event of a secondary **Breakdown** during the same journey as long as the intended destination was a garage or other place of repair and no other.
6. Any **Service Request** for any broken glass
7. Any **Service Request** as a result of **Misfuelling**

8. 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.
9. Any **Service Request** as a result of keys becoming locked in the **Vehicle**, keys being damaged in any way, lost or issue with key fobs or immobiliser keys.
10. Any **Breakdown** as a result of a slipped chain on a motorcycle, moped, scooter or other chain driven **Vehicle**.
11. 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.
12. Any **Vehicle** which is already at a garage or other place of repair
13. 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**.
14. Any **Caravan** or **Trailer** is not covered in the event of a **Breakdown**.
15. Any hire car arranged by **Us** where **You** do not comply with the usual terms and conditions of the hire car company.
16. **We** will not cover the cost of;
 - i. delivery or collection of the hire car including the cost of any fuel in doing so
 - ii. any fuel consumed by **You** or any other driver during the period of hire
 - iii. any insurance excess payable under insurance for the replacement car
17. **We** will not supply a hire car of any specific make, model or type, or specially adapted vehicles or those with a tow bar.
18. **We** will not cover the cost of any food and/or drink incurred by **You** or any other driver or any passengers.
19. The maximum payable for any **Service Request** from any one **Breakdown**, including any reimbursement costs, is £1500.00, or the current **Market Value** of the vehicle, whichever is lower.
8. Any **Vehicle** which requires specialist repairs as a result of modification of any kind unless previously agreed by **Us**.
9. Any liability or consequential loss being placed, or charged, upon **Us** as a result of assistance being provided by a **Recovery Operator**.
10. 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.
11. Any charges incurred by **You** prior to notification of **Breakdown** to **Us**.
12. Any campervan or motorhome.
13. The cost of any parts, components, lubricants or materials required to repair **Your Vehicle**
14. The reimbursement of any charges for food, drink, telephone calls, fuel, oil or any other incidental expenses.
15. Any charges incurred by **You** where providing assistance under this **Membership** would be deemed unlawful.
16. Any **Breakdown** where **Your Vehicle** is not accessible when **We** have been informed otherwise.
17. The cost of any specialist recovery equipment required as a result of **Your Vehicle** being in an inaccessible location
18. Recovery of **Your Vehicle** which cannot be undertaken in a safe and legal manner.
19. Any **Service Request** where money is owed to **Us** under this **Membership**.
20. Any **Service Request** for, or arising from, loss or damage to the contents of, or within, **Your Vehicle**.
21. Any toll charges, ferry charges, parking charges or traffic congestion charges incurred as a result of recovering **Your Vehicle**.
22. Any charges or costs incurred by **You** as a result of **You** deciding to scrap **Your Vehicle**.
23. **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.

General Exclusions

The following exclusions apply to all sections of **Your Membership**;

1. Any **Service Request** made within the **Inception Period**
2. The **Excess** shown in your **Membership Details**
3. If the **Vehicle** is not in a **Roadworthy Condition** at the time of **Breakdown**.
4. No **Service Request** is eligible as a result of an **Accident**.
5. No **Service Request** is eligible as a result of running out of fuel, including but not limited to, petrol, diesel, electrical charge or hydrogen.
6. Any **Service Request** resulting from the **Vehicle's** lights, radio or any chargers being left on unintentionally, or otherwise, by anyone.
7. Any **Vehicle** that is being used, or has been modified for use, in motor racing, rallies, speed or endurance events, or for anything other than **Non-Commercial Use**.

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

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

How We Use The Information About You

As a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. This will include your name, address, risk details and other information which is necessary for us to:

- meet our contractual obligations to you;
- issue you this service agreement;
- deal with any requests for assistance that you may have
- service your membership ; and,
- detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed.

In order to administer your membership and deal with any service requests, your information may be shared with trusted third parties. This will include third party administrators including contractors, investigators and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure. We will not share your information with anyone else unless you agree to this.

Processing Your Data

Your data will generally be processed on the basis that it is: necessary for the performance of the contract that we have with you;

- is in the public or your vital interest; or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

How We Store and Protect Your Information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of membership and after this time so that we can meet our obligations or to deal with any reasonable requests from any authorities.

We also have security measures in place in our offices to protect the information that you have given us.

How You Can Access Your Information and Correct Anything Which Is Wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below:

Email address: enquiries@emergencyassistltd.co.uk
Postal Address: Exchange Square, Wisbech, Cambridgeshire, PE13 1RA

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints Manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>

Cancellation Of Your Membership

You can cancel **Your** Membership within the first 14 days of the **Membership Inception Date**. Unless **You** have made a Service Request during this period **We** shall refund **Your** premium in full less a £10 administration charge.

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**.

We will automatically cancel **Your Membership** without refund if **You** make more than the maximum number of permissible Service Requests during the **Membership Term**. **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 repair 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**.

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. It is a provider of breakdown assistance services that is exempt from authorisation under the Financial Services and Marketing Act 2000.