EMERGENCY ASSIST LTD

Breakdown Cover

Terms and Conditions

Please read these terms and conditions and retain for future reference

Welcome To Emergency Assist

Thank you for choosing Emergency Assist for your Motor Breakdown Cover. Our focus is, and always has been, our customers. We understand that every breakdown situation is different, with unique circumstances, locations, and assistance requirements. Our aim is to make the process straightforward, treating every member fairly and delivering a high standard of service that reflects our commitment to quality.

We also invest in the recovery industry and support the trusted partners who provide roadside assistance. As part of this commitment, we are proud to support the Slow Down Move Over campaign, which promotes awareness among road users and helps improve the safety of people working or stranded at the roadside.

More information can be found at www.slowdownmoveover.uk

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, or by pre-fixing any of our numbers with 18001 More information can be found at www.relayuk.bt.com.

What our operators will need to know

- Your name and cover 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. Please ensure prior to calling Us 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.
- 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 because of a flat, punctured or blown tyre, to complete a wheel change We will also require You to have the following;
    - The locking wheel nut key (where applicable)
    - A fully serviceable spare, or space saving, wheel

A message-forwarding service is available to You in the event of a Breakdown, where We can contact someone on Your behalf, to inform them of Your circumstances and/or location. Please inform the operator if You wish to exercise this.

Need to change your Cover?

If You need to make a change to your Cover You can do so online by visiting www.emergencyassistltd.co.uk and clicking on the 'Existing Customer'

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

Please note that any changes to Your Cover are subject to an administration charge of £7.50 and that the Inception Period will apply once more from the data you select the change is to take place.

To discuss your renewal

You will be notified of Your renewal up to 28 days in advance of Your renewal date. If upon taking out this Cover you consented for it to be automatically renewed at the end of the Term, payment will be attempted within 7 days of Your renewal date, using the same payment method that You used originally. If You wish to change Your automatic renewal option, please email Us at renewals@emergencyassistltd.co.uk or call 01945 586200.

General enquiries or cancellations

For general enquiries or to discuss cancelling Your Cover please call Us on **01945 586200**

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.

what3words is the easiest way for everyone to talk about location. Every 3-metre square has been given a unique combination of three random words: a what3words address. what3words addresses make it easy to locate and communicate precise locations that can be hard to find.

This means that wherever a breakdown, incident or road hazard occurs, whether it's on a rural road or the side of a motorway at night, you have a simple way to tell us exactly where you are so we can find you faster.

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

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Understanding Your Cover

Please read this document carefully. Certain words and phrases have specific meaning wherever they are shown starting with a capital letter. These meanings are shown in the 'Definitions of words' section. You also have a Cover Details document, which contains the details which are specific to Your Cover - Your details, the premium to pay, the level of cover You have chosen, when the cover starts and ends (the Cover Term). Please keep both documents in a safe place so You can refer to them again if You need to. Please ensure your cover is suitable for your needs and that all information in your Cover Details document is accurate. Incorrect details may result in your Service Request being declined. If you identify any errors, contact Emergency Assist Ltd.

Your Cover will either be on a Personal basis, covering You when driving any eligible Vehicle, or on a Vehicle basis, covering the Vehicle regardless of who is driving. The option You have chosen will be shown on Your Cover Details document. Once the cover is in place, it is not transferrable.

This Cover and the services herein are provided by Emergency Assist Limited which is an Appointed Representative of 2Gether Insurance Limited. 2Gether Insurance Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 579333). Registered office: Exchange Square, Wisbech, Cambridgeshire, PE13 1RA (Company Number 07561225).

Emergency Assist Limited only sells its own Breakdown Cover and, on this basis, does not conduct fair analysis of the market. Financial & Legal Insurance Company Limited underwrites Sections C, E (except point 4), and F of this breakdown cover. Emergency Assist Ltd acts as an agent of this underwriter, when accepting or refunding premiums and when handling any claim monies. We only deal with this one insurer.

Pursuant with Article 12 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, certain aspects of this cover and services fall outside the scope of the Financial Conduct Authority's (FCA's remit). This means that, for those elements, you may not be able to complain about this firm to the Financial Ombudsman Service, and if this firm goes out of business owing you money you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS).

Your Demands and Needs

Your demands and needs are those of individual who has a need for motor breakdown cover. This product is designed to meet those demands and needs for motor breakdown cover.

We do not give you advice or make any personal recommendation about whether this product is suitable for meeting Your specific demands and needs. You must therefore carefully read the cover and other documentation, particularly any information about exclusions and limitations, to decide whether this product is right for You.

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

Cover Type	What Is Covered
Vehicle, Motorhome & Camper, Courier, and Taxi Covers	Following a Breakdown, We will provide assistance in accordance within the terms of this Cover for any Vehicle(s) stated on the Cover Details. We reserve the right not to offer assistance under the terms of this Cover in respect of any Vehicle(s) not stated on the Cover Details. Should You acquire any Vehicle(s) during the Term of Cover for which You require cover under this Cover, You must inform Us
Personal Cover	Following a Breakdown, We will provide assistance in accordance within the terms of this Cover to the Cover Holder or any person who is stated on the Cover Details whilst they are the driver or passenger of any Vehicle which is 15 years of age or under.

Your Cover

We will always decide on the best possible way of offering assistance, after considering Your 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.

If You cancel Your Service Request after initially calling Us, are not with the Vehicle, or at the provided location, when a Recovery Operator arrives, the Vehicle is not in an accessible location when You have informed Us otherwise, or if no fault is found with the Vehicle upon inspection by a Recovery Operator, then You will be charged fee of £120.00.

Section A: Homestart in the United Kingdom

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

- Attend the scene of the Breakdown and where possible carry out a Temporary Repair, and/ or;
- Recover the Vehicle to a Suitable Garage. The Suitable Garage is to be chosen by You however it must be within a 25-mile radius of the site of the Breakdown as measured by Us.

Section B: Roadside assistance in the United Kingdom

If Your Vehicle has Broken Down within the United Kingdom, and more than one mile from Your Home as measured by Us, We will instruct a Recovery Operator to either;

- Attend the scene of the Breakdown and where possible carry out a Temporary Repair, or;
- Recover the Vehicle to a Suitable Garage, or;
- In the event the Vehicle has ran out of electrical charge, provide a temporary rapid charge to get you moving, or where not possible, Recover the Vehicle to the closest working charging point. The location of the charging point is to be provided by You, however, should Your chosen charging point not work or is otherwise engaged when Our Recovery Operator arrives, We will instruct for the Vehicle to be unloaded as close as is safely possible.

One of the above options will be arranged by Our experienced team with all factors taken into consideration, such as, but not limited 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 several factors, including the time of day, type of repair needed, 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 time Our Recovery Operator attended.

Section C: Tyre breakdowns

In the event the Breakdown is because of a flat, blown, or punctured tyre the following will apply. Please note that if We are not provided the correct information about the availability or condition of a spare or space saver wheel, or the Recovery Operator is unable to remove the wheel from Your Vehicle, 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 can source a mobile tyre fitter to attend. The relevant call out charges shall be covered within Your Cover 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. Receipts and/or invoices should be emailed to Us at support@emergencyassistltd.co.uk. Following validation of Your request, please allow up to 28 days for payment to be made.
3. Where a mobile tyre fitter is unable to be sourced, We shall recover Your Vehicle to the nearest Suitable Garage. This is where Our assistance will end.

Section D: Recovery in the United Kingdom

If We are unable to carry out a Temporary Repair to the Vehicle within the United Kingdom, 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, which can affect a repair, or the closest charging point in the event the Vehicle has run out of battery charge.

   In the event of running out of charge, the location of the charging point is to be provided by You. Should however Your chosen charging point not work, or is otherwise engaged when Our Recovery Operator arrives, We will instruct for the Vehicle to be unloaded as close as is safely possible.
2. Your intended onward destination.
3. Your Home.

Please Note: In the event the attending Recovery Operator is unable to transport You and/or the full complement of passengers within the recovery vehicle, You are able to arrange Your own alternative travel arrangements, subject to the Cover limits as set out in the ‘Onward travel in the United Kingdom’ section of this document.

Section E: Onward travel in the United Kingdom

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

1. A contribution towards 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 Cover. This will also include a return journey for any one person to collect the Vehicle upon completion of repairs. This is limited to a maximum of £50 per person or £350 for all persons.
2. A contribution towards 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 £50 per person or £350 for all persons.
3. A contribution towards the cost of a suitable self-drive hire car to allow You to complete Your journey. We will pay up to 72 hours of self-drive car hire, or £250.00, whichever is the lesser amount.
4. 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. Of the above services, numbers 1, 2 and 3 are on a reimbursement basis only (subject to provision) and will not be paid for in advance by Us. Receipts and/or invoices should be emailed to Us at support@emergencyassistltd.co.uk. Following validation of Your request, please allow up to 28 days for payment to be made.

The maximum liability for any Service Request from any one Breakdown, including any reimbursement costs for onward travel in the UK, is £5000.00, or the current Market Value of the Vehicle, whichever is lower.

Section F: Roadside assistance in Europe

Please note: Any monetary amount stated in this section will be in British Pounds, and is to be converted to at the time of the Service Request, from the currency which the cost was incurred in.

If Your Vehicle has Broken Down in Europe, 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, or;
3. In the event the Vehicle has ran out of electrical charge, provide a temporary rapid charge to get you moving, or where not possible, Recover the Vehicle to the closest working charging point.

Section F: Roadside assistance in Europe (cont.)

In the event of running out of charge, the location of the charging point is to be provided by You.

Should however Your chosen charging point not work, or is otherwise engaged when Our Recovery Operator arrives, We will instruct for the Vehicle to be unloaded as close as is safely possible.

If 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 six passengers to one destination within the Territorial Limits of this Cover. 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 £50 per person.
2. The cost of up to three night's accommodation, excluding food and drink, for the driver and up to six passengers. This is limited to a maximum of £50 per person or £1,050 for all persons.
3. The cost of a suitable hire car for up to 7 days up to a maximum of £350, excluding the delivery or collection of the hire car, any fuel used during the hire or any insurance excess payable because of the hire.
4. If repairs to Vehicle cannot be completed within 7 days of the We shall consider repatriating Your Vehicle back to the UK. It is important to note that;
    - the decision to repatriate a Vehicle resides entirely with Us
    - the costs do not exceed the Market Value of Your Vehicle in its current state of repair

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.

The maximum liability for any Service Request from any one Breakdown, including any reimbursement costs for onward travel, is £5000.00, or the current Market Value of the Vehicle, whichever is lower.

Important – Breakdowns on a motorway in Europe

On motorways, always use the emergency telephones as these pinpoint Your exact location. The Police may arrange for Your recovery from the motorway. In this case contact Us when You reach an ordinary telephone or use a mobile. We will assist you from the location the authorised recovery services have taken you to unless You have been recovered to a Suitable Garage. If the local Police call for a recovery vehicle to tow You from the motorway, and You are asked to pay on the spot for this service, You will be liable for any costs incurred as a result.

Section G: Misfuel

If the Vehicle(s) shown on Your Cover Details is unintentionally fuelled with an incorrect fuel type within the United Kingdom or Europe (where applicable), We will where possible,

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 for safe disposal of the contaminated fuel.

If We are unable to mobilise the Vehicle due to any damage caused by misfuelling We shall recover the Vehicle to the nearest Suitable Garage able to affect a repair. This is where Our assistance will end.

What is not covered

- More than £20.00 of the correct fuel type
- More than 2 Misfuel Service Requests during the Term of the Cover
- Any cost in respect of;
    - damage due to wear and tear
    - pre-existing defects
    - any Breakdown not caused by Misfuelling
    - the cost of any replacement parts or labour because of Misfuelling

Section H: Lockout cover

If during the Term of this Cover, You are unable to gain access to a Vehicle stated on the Cover 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. The garage is to be chosen by You however it must be within a 25-mile radius of the site of Breakdown as measured by Us.

What is not covered

- Any costs in respect of replacement key(s), fob(s), or the cost of consequently reprogramming an immobiliser, alarm, or vehicle security system
- Any key or fob that is not applicable to the Vehicle(s) as noted on Your Cover Details
- Where another key or fob is present, or owned by You, and in working order

General Exclusions

1. Any Service Request for a Breakdown that occurred prior to or within 24 hours of inception.
2. Any Service Request where the Vehicle has not been maintained, or is not in, a Roadworthy Condition.
3. 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. These Breakdowns shall be attended on a Paid Basis only.
4. 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 Cover Terms and Conditions. If You opted for the paid recovery service and You are later able to provide evidence that the original breakdown cause has been repaired, and proof of that repair establishes that the breakdown cause is unrelated, We will reimburse the cost up to Our maximum liability under the Terms and Conditions of this Cover.
5. Any liability under the terms of the cover for any pets, animals, or livestock within the Vehicle at the point of Breakdown or during any subsequent recovery (where applicable).
6. Any Service Request for broken windscreens and glass.
7. Any Service Request because of an Accident.
8. Any Service Request resulting from the Vehicle's lights, radio, heating, or cooling system, third party electronic devices or any chargers left on unintentionally, or otherwise, by anyone.
9. Any Vehicle that is used, or has been modified for use in motor racing, rallies, speed, or endurance events.
10. Any costs incurred by You prior to notification of Breakdown or submission of a Service Request to Us.
11. Any electric pavement vehicles, electrical wheelchairs, bicycles (including electric bicycles), any vehicle which cannot lawfully be used on the public highway and/or any non-motorised vehicle.
12. Any Vehicle which requires specialist repairs because of a modification of any kind unless previously agreed by Us.
13. Any liability for the acts and omissions of Recovery Operators, nor do We accept liability for any consequential loss that You may incur because of accessing and using the service/ submitting a Service Request.
14. Any Vehicle which is already at a garage or other place of repair.
15. 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.
16. Recovery of Your Vehicle to more than one destination including a second recovery or attendance by a Recovery Operator because the original destination could not 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 or offer a separate Paid Basis service.
17. 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.
18. Any Campervan or Motorhome unless the Cover Type is stated as Motorhome Your Cover Details document.
19. Any Service Request where this Cover is being used by the Cover 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.
20. Any Service Request where the Vehicle is immersed or has been immersed in mud, snow, sand, or water. This also extends to any Breakdown as a direct result of contact with mud, snow, sand, or water.
21. Any Breakdown because of a slipped chain on a motorcycle, moped, scooter or other chain - driven Vehicle.
22. Any cost of repair to Your Vehicle, including parts, labour, and any related charges, however and wherever such repair is carried out.

23. The reimbursement of any costs incurred by You for food, drink, telephone calls, fuel, oil, or any other incidental expenses incurred by You.
24. 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 You have informed Us otherwise.
25. The cost of. any specialist recovery equipment, such as a recovery crane or a tracked recovery vehicle, needed because of Your Vehicle being in an inaccessible location, for example, a multi-storey car park.
26. Recovery of Your Vehicle which cannot be undertaken by the Recovery Operator in a safe and legal manner.
27. Any Service Request where money is owed to Us under this Cover.
28. Any Service Request for, or arising from, loss or damage to the contents of, or within, Your Vehicle.
29. Any toll charges, ferry charges, parking charges, or traffic congestion charges incurred because of a Breakdown or recovering Your Vehicle.
30. Any charges or costs incurred by You because of You deciding to scrap Your Vehicle.
31. We do not accept any liability, for any monetary loss You may incur as the result of a Breakdown, such as, but not limited to, loss of earnings, missed appointments or missed flights, trains or other pre-purchased.
32. Any Service Request for a Vehicle being used for, or in connection with, any private or public hire, unless the Cover Type is stated as Taxi on Your Cover Details
33. Any Service Request for a Vehicle being used as a driving instructor vehicle.
34. Any Service Request for a Vehicle being used for any courier or delivery services, including removal services. unless the Cover Type is stated as Courier on Your Cover Details
35. 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 manufacturer's handbook confirms that immediate attention is required and the Vehicle should not be driven.
36. Any Service Request for assistance following a Breakdown or Accident attended by the police, highways agency or other emergency service, until the emergency services concerned have authorised the vehicle's 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.
37. We reserve the right to refuse, and/or cancel a Cover 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.
38. We reserve the right to refuse and/or cancel a Cover or Service Request if you attempt to deliberately mislead Us or omit to tell Us important details or facts about a Breakdown to obtain assistance. If doing so results in the Recovery Operator attending a Breakdown, where We otherwise would not have instructed them to do so, We will charge you a minimum of £120.00 for the attendance.
39. Any act 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 a Recovery Operator, 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.

Nature of emergency breakdown cover

All Recovery Operators instructed by Us will have been trained and will be equipped to undertake Temporary Repairs where applicable. They will not be able to comment or provide advice about the general roadworthiness, safety, or legality of a vehicle, before, during or after a Breakdown or Temporary Repair. Furthermore, the completion of a Temporary Repair by a Recovery Operator cannot be taken to signify, or in any way guarantee, the roadworthiness, safety, or legality of the Vehicle concerned. Following a Temporary Repair, You must always take the Vehicle to a garage or other place or repair immediately and seek a professional opinion as to whether permanent repairs need to be carried out. We reserve the right to request evidence of completion of any permanent repairs.

Whilst Our top priority is meeting the service needs of Our Cover Holders, Our resources are finite and this may not always be possible. We shall not be liable for failing to accept a Service Request due to matters outside of Our control.

The Insurer

For sections C, E (except point 4) and F of this Cover, the insurance provided is underwritten by Financial & Legal Insurance Company Limited, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England and Wales under company number 03034220.

Cancellation of Your Cover

If You cancel this Cover within 14 days from the day You bought it or the date You received all of the documents (whichever date is later), provided you have not made a Service Request, 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 Cover after this period, then there will be no refund of premium due to You. In this instance, and if paying Your Cover by monthly installments, any outstanding balance on Your finance agreement will be due in full.

Use of language

Unless otherwise agreed, the contractual Terms and Conditions of this Cover and Cover Details shall be in English.

Law

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

Data Protection

You have the right to know how Your personal information is used and protected. For full details about your rights, please visit emergencyassistltd.co.uk/privacy-policy or contact Us on 01945 586200.

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 Cover 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
Telephone:	01945 586200
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 Cover, or relating to the service(s) you received within sections C, E (except point 4) or F of this Cover, 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. financialombudsman.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

This complaints procedure does not affect Your legal rights.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if We are unable to meet Our obligation to You under this contract. Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

Definitions

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

Accident	Means a Road Traffic Accident, impact with a Foreign Object including pothole damage, fire (unless it is the direct result of a breakdown), theft, act of vandalism, or any other incident that does not fall within the definition of Breakdown/ Broken Down.

Please note: Although You are not covered for accidents under this Cover, 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 or charge, but not as a result of an Accident, fire (unless it is the direct result of the Breakdown), 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 the Vehicle completely ceases to function as a result, unless the manufacturer's handbook confirms that immediate attention is required and that the Vehicle should not be driven In all other instances, You need to make Your way to a place of repair, and any Breakdown cover within this Cover will not apply.
Caravan / Trailer	Means any caravan or trailer that weighs no more than 3.5 tonnes; is no longer than 7.0 metres and no wider than 2.44 metres.
Cover	Means the Terms and Conditions contained herein, along with Your Cover Details, which forms the basis of the agreement between Us and You.
Cover Details	Means the document containing important information about Your Cover which must be read in conjunction with the Terms and Conditions.
Cover Holder	Means the person named in the Cover Details.
Cover Type	Means basis of cover from which You benefit in the event of a Breakdown and the Vehicle specifications You must adhere to. Please check Your Cover Details document, where the Cover Type will be stated, along with the sections of this Cover applicable to You.
Europe	For this Cover means Andorra; Belgium; Austria; Czechia; Cyprus; France; Finland; Ireland; Hungary; Luxembourg; Lithuania; Norway; Portugal; Poland; Spain; Slovenia and Switzerland
Excess	Means the first amount that You must pay towards any Service Request.
Home Address	Means the address where the Cover Holder lives permanently as advised to Us and shown on Your Cover Details.
Inception Date	Means the date with which Your Cover commences as stated on Your Cover Details.

Inception Period	Means a period of 24 hours from the Inception Date before You, or anyone driving the Vehicle, can make a Service Request on this Cover.
Insurer	Means Financial & Legal Insurance Company Limited.
Market Value	Means the determined value for Your Vehicle, using recognised industry data, based upon, but not limited to, vehicles of an equivalent age make, model and mileage.
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 Cover because the circumstances are not covered under Your Cover. Assistance on this basis constitutes a separate agreement outside the Cover.
Recovery Operator	Means a third-party operative appointed by and acting as Our servant, 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. If requested, You must provide evidence of your Vehicle's MOT (where applicable) and/or receipts/invoices for any work that has been undertaken because of a Breakdown or in the last 60 days.
Service Request	Means any request made by You for assistance, service, or a benefit under any section of this Cover.
Suitable Garage	Means a qualified mechanic or garage, which is appropriate for the type of repair necessary to remedy Your Vehicle, and where any work undertaken can be evidenced in writing. Please note that the opening hours, the time quoted to undertake the required work and the cost to undertake the required work (both parts and labour), does not affect the suitability. You are responsible for nominating a Suitable Garage and it will be acting as an agent on Your behalf for the duration of the work undertaken.
Temporary Repair	Means a repair carried out at the roadside by a Recovery Operator that will allow the Vehicle to be driven safely but which will still need to additional investigation or work to prevent a further Breakdown.
Term	Means the duration of this Cover as per the dates stipulated on Your Cover Details.
Terms and Conditions	Means this document.
United Kingdom	Means England, Scotland, Wales, Northern Ireland, Jersey, Guernsey, and the Isle of Man.

Vehicle

Means;

For vehicle, personal, courier, and taxi Cover Types - Means any car, van, motorcycle, moped, or minibus which has no more than nine seats and complies with the following specifications;

Maximum Weight	Maximum Width	Maximum Length
3.5 tonnes	2.3 metres	6.0 metres

For Motorhome & Camper Cover Type - Means a vehicle which has been manufactured or modified, whether professionally or DIY, to provide an element of accommodation in addition to any other facilities and complies with the following specifications. Please note that for the purposes of this cover the DVLA classification of the Vehicle is not definitive.

Maximum Weight	Maximum Width	Maximum Length
5.5 tonnes	3.0 metres	8.0 metres

We / Us / Our

Means Emergency Assist Limited of Exchange Square, Wisbech, Cambridgeshire, PE13 1RA.

You / Your

Means the person named on the Cover Details.

Emergency Assist Ltd is an appointed representative of 2Gether Insurance Limited which is authorised and regulated by the Financial Conduct Authority No. 579333 and a registered company in England No. 07561225.

EA.CW.202610