

**Emergency Assist**

# **Warranty Membership Wording**

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



**EMERGENCY  
ASSIST LTD**

# Welcome to Emergency Assist

Thank you for choosing Emergency Assist for your warranty cover. Our priority has always been, and always will be, You the customer. Suffering a motor breakdown is not just about the breakdown itself, or being stranded at the side of the road, but also the financial impact this can have. With the average unexpected repair cost of a vehicle being over £800 and rising, repairs can be costly. This Membership is designed to provide financial reimbursement following a vehicle's repair after a motor breakdown has occurred.

At Emergency Assist we serve to 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 17,000 of Our members share Our opinion;



## How to contact Us

### General enquiries or cancellations

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

### In the event of a motor breakdown

To arrange assistance in the event of a breakdown please call Us on **01945 479854**

### To receive a claim form

To receive a Claim form please email us at [warrantyclaims@emergencyassistltd.co.uk](mailto:warrantyclaims@emergencyassistltd.co.uk)

## Please note

This Membership Wording and Warranty 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 Claim 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 refusal of a Claim.

- Any known faults preceding a Claim are Your responsibility to remedy.
- To ensure that any other insurance or warranty product does not already cover the elements of this product.
- If any of Your details change during the Term of the Membership, such as Your address, please notify Us immediately.
- You are only able to make a Claim once all repairs are completed on the Vehicle following a valid and approved motor Breakdown attendance by Emergency Assist.

## Conditions of Membership

The following conditions apply to Your Membership. Refusal, or refusal to comply with any of these conditions may result in Us being unable to accept Your Claim and We may cancel Your Membership;

- For your Claim to be valid you must use our breakdown recovery, which forms part of this Warranty Membership, at the point of the vehicle ceases to function.
- The Vehicle must be maintained to a good state of mechanical and electrical repair and is of a Roadworthy Condition.
- You must hold valid and current insurance on the Vehicle in accordance with United Kingdom law.
- If requested, You must provide evidence of Your Vehicle's MOT (where applicable) and/or receipts/invoices for any work that has been undertaken previously.
- 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;
- Deliberately mislead or omit to tell Us important details or facts about a Claim in order to obtain reimbursement
- A full vehicle service within the last 12 months at the point of Your Claim, which has been undertaken in line with the vehicle manufacturer's recommendations
- Your vehicle was first registered no more than 10 years prior to the start date of the Membership.
- Proof of repairs must be sent to us within 14 days of repair completion for the Claim to be valid.

## Use of language

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

## Law

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

## Definitions

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.

**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** - Means the immobilisation of Your Vehicle as per the terms of Your motor breakdown membership or policy.
- **Claim** - Means a request for financial reimbursement following the repair of Your Vehicle following a Breakdown.
- **Excess** - Means the amount deducted from Your Claim
- **Inception Date** - Means the date with which Your Membership commences as stated on Your Warranty Membership Details and 14 days from any change of vehicle
- **Inception Period** - Means a period of 14 days from the Inception Date before You are able to make a Claim on this Membership.
- **Market Value** – Means a reasonably determined value for Your Vehicle, referring to both private and dealer pricing as well as industry recognised data, typically based upon, but not limited to, vehicles of an equivalent age, make, model and mileage as determined by Us.
- **Membership** - Means the terms and conditions contained herein, along with Your Warranty Membership Details, which forms the basis of the agreement between Us and You.
- **Membership Wording** - Means this document and the terms and conditions contained herein.
- **Period of cover** - Means the duration of cover under this Membership as outlined within Your Warranty Membership Details.
- **Reimbursement Limit** - Means the maximum number of Claims and total amount reimbursable under this Membership as detailed within Warranty Membership Details.
- **Repair** – Means successful professional repair of your vehicle that can be evidenced with documentation. Reconditioned parts are acceptable, however a repeat fault for the same parts under this cover shall not be indemnified.
- **Service** – Means maintenance procedures and work has been undertaken on the Vehicle in line with manufacturers recommendations, or has been undertaken within the last 12 months at the point of your breakdown, whichever comes first.
- **Term** - Means the duration of this Membership, which is for 12 months, commencing from the Inception Date as stipulated on Your Warranty Membership Details.
- **Territorial Limits** - Means England, Scotland, Wales, Northern Ireland, Jersey, Guernsey and the Isle of Man.
- **Vehicle** - Means any private car, van, motorcycle, campervan or motorhome which complies with the following. Please note that Vehicles 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
5.5 tonnes	8.0 metres	2.3 metres

- **Warranty Membership Details** - Means the document containing important information about Your Membership which must be read in conjunction with this Membership Wording.
- **We/Us/Our** - Means Emergency Assist Limited of Exchange Square, Wisbech, Cambridgeshire, PE13 1RA
- **You/Your** - means the person as named on the Warranty Membership Details, whom is eligible for cover.

## What is Covered

In event that the Vehicle within Your Warranty Membership Details suffers a Breakdown and cannot be sufficiently repaired at the roadside, this product shall cover the cost of warranty incurred as a direct result of the Breakdown, up to the maximum limit as detailed within Your Warranty Membership Details. Please refer to Covered and Excluded parts for further information.

## What is not Covered

- The cost of any repair where the attendance of the Vehicle was not arranged by Our claims handler at the time of Breakdown.
- The costs of repairs recoverable under any other warranty or insurance policy held by You.
- Any excess as detailed within Your Warranty Membership Details.
- Damage caused to parts as a result of incorrect or contaminated fuel, or an incorrect lubricant or anti-freeze.
- The cost of any faults or defects reported by the repairing garage or recovery agent that are not directly connected to the cause of the Breakdown.
- Any pre-existing faults known to you that have not been remedied.
- Any repeat of the same component part already claimed for under this product.
- Any Claim where the Vehicle has not had a Full service in accordance with the manufacturer's guidelines or within the last 12 months at the point of Motor Breakdown, whichever comes first.
- Any Claim where the Vehicle has not got a valid M.O.T (where applicable) or insurance.
- Any Claim within the first 30 days from the inception of the cover.
- Any more than 2 Claims per Vehicle per annum subject to the aggregate value not exceeding that of the annual indemnity limit
- Any Claim in excess of the Reimbursement Limit.
- Any Claim received after 14 days of repair completion.
- Any parts stated as not being covered within the 'Covered and Excluded Parts' of this Membership Wording.
- Labour costs in excess of £42.50 + VAT per hour

## Covered and Excluded Parts – Article (1)

Please read carefully the covered and excluded areas of this Membership prior to making any Claim.

Parts Covered	Parts not Covered
The engine	Batteries of any kind
Engine cooling system	n/a
Fuel system	<ul style="list-style-type: none"> <li>• Fuel filters</li> <li>• Damage due to incorrect or contaminated fuel</li> </ul>
Clutch	Worn out friction surfaces
Gearbox	n/a
Steering	n/a
Electrical system	Lamps, bulbs, gauges, odometer, speedometer, fuses, sun-roof and folding roof components.
Differential and drive line	n/a
Suspension	n/a
Braking system	Pads, discs, drums and shoes
Catalytic converters	Exhaust systems
Other general exclusions	<ul style="list-style-type: none"> <li>• Consumables such as oil, filters and anti-freeze</li> <li>• Motorhome parts that are not required for the Vehicle to be mobile such as fridges, toilets and water suppliers.</li> <li>• Service items (these are any items that are listed as recommended as being changed as part of the vehicles regular servicing and maintenance)</li> <li>• Tyres</li> <li>• Spark plugs and glow plugs</li> <li>• All body styling and parts including trim</li> <li>• Glass</li> <li>• Keys</li> <li>• Air conditioning</li> <li>• Upholstery</li> <li>• Any non-standard item that is not as manufactured</li> <li>• Glass Wipers</li> </ul>

## General exclusions

The following exclusions apply to all sections of Your Membership;

1. Any Claim made within the 30 day Inception Period
2. No Claim is eligible as a result of an Accident. Please refer to 'Accident' on the Definition of words earlier in this document.
3. Any Vehicle that is being used, or has been modified for use, in motor racing, rallies, speed or endurance events.
4. Any Vehicle which does not have a current valid MOT (where applicable) and/or is not taxed, Insured and undertaken a full service within the last 12 months at the point of breakdown.
5. Any Claim where the Vehicle is being used for, or in conjunction with, any private or public hire, or any courier or delivery services, including removal services.
6. The reimbursement of any charges for food, drink, telephone calls, fuel or any other incidental expenses.
7. Any Claim where money is owed to Us under this Membership.
8. Any Claim which is not as a direct result of a Breakdown.
9. Any cost in excess of the Market Value of the Vehicle rendering the Vehicle beyond economical repair.
10. Any Claim where the claim documentation is received after 14 days from the date of your repair.
11. Loss or damage due to any type of fraud or Vehicle misuse including using the Vehicle with a known pre-existing fault
12. The VAT element of repair if you are VAT registered.
13. The cost of any repairs resulting from an accident, fire or theft.
14. Any Excess as stated on Your Warranty Membership Details document.
15. Any more than two claims per annum subject to the aggregate value not exceeding that of the annual indemnity limit.
16. Any claim where the vehicle is over the age of 10 years
17. Labour costs in excess of £42.50 + VAT per hour

## How to make a Claim

Claims may be made as a reimbursement following repairs to you or directly to the repairing garage. In the first instance it is advisable for You to email [warrantyclaims@emergencyassistltd.co.uk](mailto:warrantyclaims@emergencyassistltd.co.uk) in order to notify us and request payment to the repairing garage or reimbursement to You.

- Once you have emailed us to request a claim form, one shall be emailed to You for completion.
- You are required to send in receipts and full invoice of works for reimbursement or the full quote from the repairing garage.
- Additionally, you are required to send proof of the Vehicle's servicing within the last 12 months, along with the other documentation.

You are then required to send the documentation to us by email to [warrantyclaims@emergencyassistltd.co.uk](mailto:warrantyclaims@emergencyassistltd.co.uk) or you may post us the information to the below address.

Warranty  
Emergency Assist Limited  
Exchange Square  
Wisbech  
Cambridgeshire  
PE13 1RA

## What happens next

Upon receipt of Your documentation, we shall review Your paperwork and ensure that the claim meets the terms and conditions of this Membership.

The assessment of Your Claim shall be made within 21 days of receipt.

On completion we shall reimburse all costs approved less the excess as detailed within Your Warranty Membership Details or pay the repairing garage directly the costs to initiate and complete repairs.

All payments are made by BACS.

## 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

## 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.

### Claims

If You make a Claim 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 Claims. 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 Claims and prevent fraud. We will retain personal data collected in relation to a Claim 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**

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

If You have made a Claim during the first 14 days, or cancel Your Membership after this period, then there will be no refund of premium due to You.

We reserve the right to suspend Your Membership if a Claim has been successfully made to which it transpires that We should not have provided reimbursement under this Membership, until such time as the 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**

Emergency Assist Ltd  
Exchange Square  
Wisbech  
Cambridgeshire  
PE13 1RA

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.

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