

# Restart Recovery



## Bronze 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](http://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)

- **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 **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. The garage may be chosen by **You** however must be within a 25 mile radius of the site of **Breakdown** as measured by **Us**.

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.
4. 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.

**Sub Section B) Misfuelling (where applicable)** Please refer to **Your Membership Details** which outlines whether **Your Membership** includes cover for **Misfuel** as set out within this section.

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. Any **Service Request** as a result of running out of fuel
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**

**Sub Section C) Keycare (where applicable)** Please refer to **Your Membership Details** which outlines whether **Your Membership** includes cover for **Keycare** as set out within this section.

If during the **Term** of the **Membership**, and within the **Territorial Limits**, a key or fob is lost, damaged, stolen or breaks, **We** will;

1. Recover the **Vehicle** to a suitable garage or place of repair straight away. The site may be 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.
2. Theft or malicious damage by a family member
3. Any **Service Request** where any key(s) or fob(s) are locked inside the **Vehicle**
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

**Sub Section D) Excess Protection (where applicable)** Please refer to **Your Policy Schedule** which outlines whether **Your Policy** includes cover for **Excess Protection** as set out within this section.

If during the **Term** of this **Policy**, and within the **Territorial Limits**, **You** have an accident in **Your Vehicle(s)** as stated on the **Policy Schedule**, and as a result **You** make a claim through **Your** motor insurer, resulting in **You** having to pay **Your** motor insurance excess, we will,

1. Reimburse **Your** excess to **You** once the claim is settled, up to a maximum limit of £500.00

**Important:** The above is on a reimbursement basis only and will not be paid for in advance by **Us**. Relevant documentation, such as but not limited to, proof of motor insurance and insurer claim forms can be sent to us at the address, or email, on page 3 of this document.

### What is not covered

1. Any claim on any **Vehicle** not stated on **Your Policy Schedule**
2. Any claim that predates the **Inception Date** of this **Policy**
3. More than one **Claim** during the **Term** of this **Policy**
4. Any **Claim** greater than £500.00
5. Any claim that is refused under **Your** motor insurance policy
6. Any **Claim** notified to us more than 31 days after the settle of **Your** claim under **Your** motor insurance policy
7. Any **Claim** as a result of making a claim through **Your** motor insurer relating to windscreen or glass repair or replacement

Any **Claim** as a result of making any claim where the motor vehicle is being used in any competition, trial, race or trial of speed, including off-road events, whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.

### General Exclusions

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

1. Any **Service Request** made within the **Inception Period**
2. If the **Vehicle** is not in a **Roadworthy Condition** at the time of **Breakdown**.
3. No **Service Request** is eligible as a result of an **Accident**.
4. Any **Vehicle** that is being used, or has been modified for us, in motor racing, rallies, speed or endurance events, or for any other **Non-Commercial Use**.
5. Any **Vehicle** which requires specialist repairs as a result of modification of any kind unless previously agreed by **Us**.
6. Any liability or consequential loss being placed, or charged, upon **Us** as a result of assistance being provided by a **Recovery Operator**.
7. 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.
8. Any charges incurred by **You** prior to notification of **Breakdown** to **Us**.
9. Any campervan or motorhome.
10. The cost of any parts, components, lubricants or materials required to repair **Your Vehicle**
11. The reimbursement of any charges for food, drink, telephone calls, fuel, oil or any other incidental expenses.
12. Any charges incurred by **You** where providing assistance under this **Membership** would be deemed unlawful.
13. Any **Breakdown** where **Your Vehicle** is not accessible when **We** have been informed otherwise.

14. The cost of any specialist recovery equipment required as a result of **Your Vehicle** being in an inaccessible location
15. Recovery of **Your Vehicle** which cannot be undertaken in a safe and legal manner.
16. Any **Service Request** where money is owed to **Us** under this **Membership**.
17. Any **Service Request** for, or arising from, loss or damage to the contents of, or within, **Your Vehicle**.
18. Any toll charges, ferry charges, parking charges or traffic congestion charges incurred as a result of recovering **Your Vehicle**.
19. Any charges or costs incurred by **You** as a result of **You** deciding to scrap **Your Vehicle**.
20. **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.

### 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

### Data Protection

Emergency Assist Ltd is a registered data controller with the Information Commissioner's Office. Registration number ZA240664. The data supplied by you will only be used by us and carefully selected associated companies for related products and services as well as the purposes of processing your membership, including underwriting, administration, and handling any Service Request which may arise. The data supplied will not be passed to any other parties other than those which we have mentioned hereon. It is important that the data you have supplied is kept up to date. You should therefore notify us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which we are holding about you. If you wish to make such an inspection, or if you do not wish to receive information on related products and services, you should contact The Administrator; Emergency Assist Ltd, Exchange Square, Wisbech, Cambridgeshire, PE13 1RA. We may respond to enquiries by the police concerning your Membership in the normal course of their investigations. Where it is necessary to administer your Membership effectively, or to protect your interests, we may disclose the data you have supplied to other third parties such as motor garages, engineers, repairers, insurers etc. We may monitor and record telephone calls for service and staff training 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 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.