

Club Membership and Breakdown Cover Terms and Conditions



Please keep this document in a safe place. Valid for New Policies and Renewals from 1st January 2007

75TH YEAR 1932-2007
GEM
MOTORING ASSIST

About the Club

Originally established in 1932 as the Company of Veteran Motorists to combat an increasing number of road accidents, GEM Motoring Assist today remains the leading, driver based road safety association with around 65,000 members. All set a good example on the road by agreeing to drive with care, courtesy and concentration.

Club members enjoy our free quarterly magazine, Good Motoring; free road safety, motor legal, technical and insurance advice; experienced driver assessments; and specially negotiated discounts on insurances, vehicle inspections, airport parking and a host of other services.

Since its introduction in 1978, our low cost breakdown cover has always been popular amongst members. There are now three levels of cover to choose from, so whether you want simple roadside assistance or need a more comprehensive service, you can be sure we have a competitively priced plan to suit your purpose.

Our campaigning and road safety activities are no less important now than they were when the organisation was founded. Mainly funded by our Road Safety Charity, recent initiatives have included pressure for the introduction of new legislation; sponsorship of award schemes, research and conferences; donation of equipment for training, assessment and vision screening; and production of road safety literature.

General Terms of Membership

1. All communication should be made to:
GEM Motoring Assist, Station Road, Forest Row, East Sussex RH18 5EN
2. You must notify us of any change in your address immediately.
3. GEM Motoring Assist reserves the right to refuse membership if you have been disqualified from driving during the past five years.
4. You must notify the Secretary immediately if you are disqualified from driving for any reason. GEM Motoring Assist reserves the right to cancel your membership if you are disqualified from driving.
5. You may cancel this membership without giving a reason, by contacting us within the first 14 days of membership, or (if later), within 14 days of your receiving the membership documents. This is known as the withdrawal period. If you cancel your membership within the 14-day withdrawal period, you will be entitled to a full refund of the amount paid. If you cancel your membership after the 14-day withdrawal period you will not be entitled to a refund or credit. Contact us by the following methods:
Write to: GEM Motoring Assist, Station Road, Forest Row, East Sussex RH18 5EN
Phone: 01342 825676 Email: cancellations@motoringassist.com
6. You may upgrade your membership during the membership year. A new annual membership will be issued and you must pay the additional fees.
7. All named members under each membership must reside at the same address.
8. A period of 4 months must elapse between a member leaving GEM Motoring Assist and re-joining to benefit from any special offer or promotion. Any application received within this 4 month period will be treated as a renewal and priced accordingly.
9. If you do not pay your membership fee in full, we will cancel your membership.
10. When you renew your GEM Motoring Assist membership the terms of membership that are current at that time will apply.

Document of Insurance

This Document is a legally binding contract of insurance between YOU (the Insured) and US (Equity Red Star). The contract is based on the information you provided in your signed proposal form. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this booklet. The insurance provided by this document covers any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay the premium.

Signed for and on behalf of EQUITY RED STAR



(JOINT UNDERWRITERS)

What to do if you breakdown

Unless we have agreed otherwise with you, in writing, this insurance is governed by English Law. We will provide cover for breakdowns and the costs involved with the breakdown, in accordance with the terms of the policy, which occur during the period of insurance and within the territorial limits.

If the vehicle breaks down you must call the 24 hour Rescue Control Centre on:-

0500 295 472 or **01277 720711**

Minicom 0800 174647 or **01277 725501**

where our trained staff will deal with your request quickly.

Please have the following information available when you phone:

- ▼ your name, membership number and postcode
- ▼ the phone number (including area code) you are calling from
- ▼ the location of the broken down vehicle, including road numbers or names and landmarks
- ▼ the registration number, make, model and colour

Please note that you are responsible for the cost of any parts fitted.



GEM Motoring Assist Services

If the vehicle being personally driven by one of those named and permanently resident at the address shown or a vehicle owned by one of those named personally and in which, he or she is travelling as a passenger, cannot be driven as a result of a breakdown, we will provide the cover shown on the schedule, **as long as your cover is current and fully paid at the time of breakdown.**

Details of each cover are as follows:

Roadside

Roadside Assistance

Following a breakdown occurring at least one mile from your home, we will arrange help at the scene of the breakdown and will arrange and pay call-out fees and labour charges needed to start the vehicle at the roadside. If the vehicle cannot be repaired quickly at the scene of the breakdown, we will arrange and pay the reasonable cost of taking the vehicle, you and up to 6 passengers from the place where the vehicle has broken down to the nearest available garage or to your home address, provided it is within 15 miles.

Cover for road traffic accidents and Home Assistance is not included.

This benefit is designed to cover small emergency repairs. It will not cover the cost of any parts or materials. Any work, which is not carried out at the roadside, is not covered. It is provided under a separate contract between yourself and the garage.

Recovery EXTRA

The following services are only available if you have Recovery EXTRA and have paid the appropriate premium.

Roadside Assistance

Following a breakdown occurring at least one mile from your home, we will arrange help at the scene of the breakdown and will arrange and pay call-out fees and labour charges needed to start the vehicle at the roadside.

This benefit is designed to cover small emergency repairs. It will not cover the cost of any parts or materials. Any work, which is not carried out at the roadside, is not covered. It is provided under a separate contract between yourself and the garage.

Recovery

If the vehicle cannot be repaired at the scene of the breakdown, we will arrange and pay the reasonable cost of taking the vehicle, you and up to 6 passengers from the place where the vehicle has broken down to any one place you choose.

Home Assistance

If the vehicle breaks down at your home or within one mile of your home, we will arrange assistance and pay call-out fees and labour charges needed to start the vehicle.

If the vehicle cannot be repaired quickly at the scene of the breakdown, we will pay the reasonable cost of taking the vehicle to the nearest available garage. The most we will pay is £60.

Alternative Travel or Emergency Overnight Accommodation

If the vehicle breaks down while it is more than 25 miles from your home, and it cannot be repaired at the roadside or at a garage during the same day, and is not recovered to your home or destination, we will refund the cost of alternative travel arrangements or necessary emergency overnight accommodation.

The most we will refund is £100:

- ▼ for alternative road or rail travel or car hire; or
- ▼ for one night's hotel accommodation for you and up to 6 passengers. (The amount we will refund will only be for the rooms. We will not pay any amount for meals or drinks.)

Before you arrange alternative travel or accommodation you must call the Rescue Control Centre for their agreement. We will only refund amounts covered by this insurance if we receive valid invoices and receipts.

Driver Illness

If your vehicle cannot be driven as a result of the only available driver in your party suffering a serious illness, which occurs during the course of a journey, the listed benefits will apply.

Accident, Vandalism or Theft

If your vehicle cannot be driven as a result of damage, which is caused by an accident, vandalism or theft, the listed benefits will apply. The most we will pay is £60.

Caravan and Trailer Service

If your vehicle breaks down, any attached caravan (or small trailer not more than 3 metres (10 feet) long) used for private purposes will be entitled to the same service as the vehicle, as long as it is attached to the vehicle by a standard 50 millimetre (2 inch) towing coupling.

Toll Authority Fees

If your vehicle breaks down in a Toll Authority area, we will refund the cost of any Toll Authority charge to recover the vehicle.

Recovery RECLAIM

If you have selected to take Recovery RECLAIM, all of the above services will apply and you can make your own arrangements for assistance. However, you must pay the recovery firm's costs and expenses yourself and then send the invoice(s) together with any receipts and a completed claim form to GEM Motoring Assist Claims Department in accordance with General Condition 13. GEM Motoring Assist will then reimburse the appropriate costs shown.

A claim form can be obtained:

- ▼ by calling **01342 825676**
- ▼ online at www.motoringassist.com
- ▼ by emailing claimform@motoringassist.com
- ▼ by writing to GEM Motoring Assist Claims Department, Station Road, Forest Row, East Sussex RH18 5EN

Definitions

We, us, our – Equity Red Star.

Equity Red Star – is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.

Administrators – GEM Motoring Assist, Station Road, Forest Row, East Sussex RH18 5EN Tel: 01342 825676.

You, your, member – the person named as the member.

Schedule – provides evidence that your insurance is in force and shows such details such as your name, Membership/ Document number and period of insurance.

Document of Insurance – this document together with the signed schedule, form your Document of Insurance.

Period of Insurance – the period of time covered by this insurance (as shown).

Breakdown – mechanical or electrical breakdown (failures or breakages), flat batteries, punctures, lack of fuel, lost ignition keys and which results in you not being able to drive your/the vehicle.

Vehicle – means private car, car derived van or motorcycle. Motor caravans and motor homes will only be covered if they are under 3000cc and do not exceed 7 metres (23 feet) in length (including any extra fitments). HGVs (Heavy Goods Vehicles), LCVs (Light Commercial Vehicles), minibuses and American left hand drive vehicles are not acceptable.

Home – the place where your vehicle is normally kept.

Territorial limits – within the mainland of England, Scotland, Wales and Northern Ireland, the Isle of Man and the Channel Islands.

About Equity Red Star

Equity Red Star is managed by Equity Syndicate Management Ltd, which is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at www.fsa.gov.uk/register. Alternatively the Financial Services Authority can be contacted on 0845 606 1234. Equity Syndicate Management Ltd is registered in England No. 426475. Registered Office: Library House, New Road, Brentwood, Essex CM14 4GD.

General Conditions

- 1 We will only provide the cover described in this insurance if:
 - ▼ you have met all the terms and conditions in this document of insurance;
 - ▼ the information you have given to us is, as far as you know, correct and complete. (Any payment made under this insurance will be based on the original information given to us.)If you have failed to give us complete and accurate information or have not met the terms and conditions, this could lead to your claim being denied or the insurance not being valid.
- 2 This insurance only applies to you and cannot be transferred to anyone else.
- 3 If a breakdown occurs (whether or not you need immediate service), you must immediately tell the Rescue Control Centre. **This condition does not apply if your service is Recovery RECLAIM.**
- 4 Roadside assistance or recovery will only be provided if you or the driver stays with the vehicle until a rescue vehicle arrives.
- 5 If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claim and cover under this insurance will end.
- 6 You must take all reasonable steps to prevent a breakdown, and your vehicle must not be driven in an unsafe or unroadworthy condition or until repairs recommended following service have been carried out.
- 7 You must carry a roadworthy spare tyre with your vehicle at all times.
- 8 You must keep your vehicle properly maintained and serviced.
- 9 Your vehicle must display a valid road tax disc.
- 10 We may cancel the insurance by sending 7 days notice, by recorded delivery, to your last known address. We will refund the part of your premium, which applies to the remaining period of the insurance.
- 11 You may cancel this insurance without giving a reason, by sending the Administrators written notice and returning the insurance documents within the first 14 days of the policy, or (if later), within 14 days of your receiving the insurance documents. This is known as the withdrawal period. If you cancel your policy within the 14-day withdrawal period, you will be entitled to a full refund of the premium paid. If you cancel your policy after the 14-day withdrawal period you will not be entitled to a refund or credit.

- 12 We reserve the right not to offer renewal of your cover.
- 13 Any claim must be made in writing to GEM Motoring Assist Claims Department, Station Road, Forest Row, East Sussex RH18 5EN within 14 days of the breakdown concerned and you must thereafter supply such information, details and documentary evidence as GEM Motoring Assist and/or the underwriters may reasonably require.
- 14 If you need to contact us you should do so through the Administrators.
- 14 Any cost or expense in excess of £60 in respect of:
 - a the ignition keys being lost or locked in the vehicle;
 - b contaminated or incorrect fuel being used in your vehicle.
- 15 Loss of or damage to the vehicle or its contents, or any valuables carried in the vehicle.
- 16 The carriage of any livestock or associated accommodation costs.
- 17 The repair or recovery of your vehicle at or from the premises of a motor trader or repairer.
- 18 For any charges incurred for any repairs carried out other than at the scene of the breakdown.
- 19 Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
- 20 Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - ▼ ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
 - ▼ the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly; or
 - ▼ pressure waves caused by aircraft and other flying objects.
- 21 Any liability, loss or damage arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000.
- 22 Anyone named in the schedule travelling as a passenger in a vehicle which is not owned by a person named on the schedule.
- 23 Any breakdown which has occurred prior to the cover commencing.

General Exclusions

Your Insurance does **not** cover the following:

- 1 If the vehicle is recovered by sea or air, any amount which is more than the cost of taking the vehicle to the nearest port or airport.
- 2 Any ferry fares.
- 3 The cost of taking the vehicle and its passengers to more than one address after any one breakdown.
- 4 The cost of recovering the vehicle and its passengers if the vehicle can be repaired within a reasonable period of time at or near the place where it has broken-down.
- 5 The cost of any parts, components or materials used to repair the vehicle.
- 6 Any costs or expenses for any service, which is not arranged by the Rescue Control Centre. **This exclusion does not apply if your service is Recovery RECLAIM.**
- 7 Any costs or expenses if the vehicle breaks down at your home or within one mile of your home unless you have Recovery EXTRA or Recovery RECLAIM.
- 8 Any recovery charges apart from recovery to the nearest available garage if the vehicle breaks down at your home or within one mile of your home.
- 9 Any costs or expenses if the vehicle has been used (from the time you purchased it) for private hire, public hire, racing, rally, pacemaking or in any contest or speed trial or any rigorous reliability testing.
- 10 Any costs or expenses if the vehicle is off road or cannot be reached due to snow, mud, sand or flood.
- 11 Any costs or expenses if the vehicle is outside the eligibility as shown in the Definitions.
- 12 Any costs or expenses if the breakdown is covered by any other insurance or recovery service.
- 13 Any cost or expense in excess of £60 in respect of recovery following an accident, vandalism or theft.

Our Promise to You

We aim to provide a first-class service.

- ▼ If you have any cause to complain, or you feel that we have not kept our promise, please contact GEM Motoring Assist's Customer Service Manager at the address shown.
- ▼ If you are not happy with the way the matter is dealt with, please write to the Chief Executive of Equity Red Star. When you do this, quote your Membership/Document number, which is on your policy schedule. Send your complaint to: Equity Red Star, Library House, New Road, Brentwood, Essex CM14 4GD.

Continued overleaf

Our promise to you continued

- ▼ After this action, if you are not satisfied with the way a complaint has been dealt with, you may ask the Complaints Department at Lloyd's to review your case. (This would not affect your right to take legal action if necessary). The address is: Complaints Department, Lloyd's, One Lime Street, London, EC3M 7HA.
- ▼ If you are still not satisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). The address is: The Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London E14 9SR.
(These procedures do not affect your right to take legal action if necessary).
- ▼ Financial Services Compensation Scheme (FSCS): If Equity Red Star is unable to meet its liabilities under the policy, you may be entitled to compensation from FSCS. The first £2,000 of a claim is protected in full and 90% of the remainder of the claims will be met. You can get further information from us or the Financial Services Authority (FSA).

Call recording

To help us to provide a first class service we may record your telephone call.



Station Road, Forest Row
East Sussex, RH18 5EN
T: 01342 825676 F: 01342 824847
E: info@motoringassist.com

www.motoringassist.com

GEM Motoring Assist is a trading name of The Guild of Experienced Motorists, a road safety organisation founded in 1932, which is authorised and regulated by the Financial Services Authority