



The Ethical  
Choice

# Mobility Scooter & Powered Chair Insurance Policy

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## The Ethical Choice

**Thank you for choosing the ETA – and if you’re a first-time customer, then a very warm welcome to you.**

At over 30 years of age, we’ve been around longer than many of our competitors, and, as you may have noticed already, we like to stand out from the crowd.

A dry and stuffy insurance company we are not. As a novel way to celebrate our award-winning breakdown cover, we built a Guinness World Record-winning tiny caravan that’s towed by a mobility scooter. On top of that, we continue to campaign for safer roads through the work of our charity, the ETA Trust. When The Good Shopping Guide compares us to household-name insurers, we routinely come out as the UK’s most ethical provider.

Our number one priority, however, is to provide you with the efficient and friendly service for which we are known. The reassurance of our round-the-clock operation and helpful advisers means that once customers find us, they often choose to stay with us for many years.

We have earned this reputation the old-fashioned way - by word-of-mouth recommendations - so please don’t hesitate to contact us with any questions or feedback.

**Thank you once again for choosing us. We’re here if you need us.**

**Becky Gibbins and Gary Smith**

**Joint CEOs**



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# Summary of benefits

Benefit	Covers up to	People covered	Where*	Page
Theft and damage	£3,500	You on your mobility scooter/power chair	Britain, Europe, Worldwide	8
Lost keys	£100	You on any mobility scooter/power chair	Britain, Europe, Worldwide	8
Get you home cover	£50	You on any mobility scooter/power chair	Britain, Europe, Worldwide	9
Hire cover	£250	You on any mobility scooter/power chair	Britain, Europe, Worldwide	9
Puncture cover	£100	You on any mobility scooter/power chair	Britain, Europe, Worldwide	9
Personal accident	£20,000	You on any mobility scooter/power chair	Britain, Europe	10
Personal liability	£2,000,000	You on any mobility scooter/power chair	Britain	11
Breakdown cover	25-mile radius	You on any mobility scooter/power chair	Britain	12
Hospital benefit	£250	You on any mobility scooter/power chair	Britain, Europe, Worldwide	13
Personal effects	£250	You on any mobility scooter/power chair	Britain	14

\*Cover outside of Britain is restricted to 31 days per trip and 90 days in total during the 12 month insurance period.

# Important numbers

Useful numbers	
<b>If you break down on your mobility scooter/powered chair in Britain call:</b> (calls from mobiles or landlines charged as local rate calls)	<b>01206 785 970</b>
<b>If you are hard of hearing you can TEXT</b> (breakdown only)	<b>07537 404 890</b>
<b>If you are involved in a collision and would like legal advice call:</b> (This free legal advice service is separate and not in any way connected to the contract of insurance between You and Red Sands Insurance Company (Europe) Ltd.)	<b>0345 389 1050</b>
<b>To make a claim, visit <a href="http://www.eta.co.uk">www.eta.co.uk</a> to complete our claim form or call:</b> (calls from mobiles or landlines charged as local rate calls)	<b>0333 000 1234</b>
<b>Customer services number for ETA Services Ltd:</b>	<b>0333 000 1234</b>

# Mobility scooter & powered chair insurance

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your** policy schedule and this policy document, subject to the terms, conditions, and limitations shown in this document.

**Your** cover is valid from and until the dates specified on **your** policy schedule.

Please take the time to read this policy document to understand the level of cover provided.

This insurance is arranged by **ETA Services Ltd** and is underwritten by Red Sands Insurance Company (Europe) Ltd (Red Sands) who are registered in Gibraltar, under number 87598, with a registered office at:

*Level 3  
Ocean Village Business Centre  
23 Ocean Village Promenade  
GIBRALTAR*

Policies and claims are administered by:

*ETA Services Ltd  
68 High Street  
WEYBRIDGE  
KT13 8BL*

Breakdown claims are administered by:

*Call Assist Ltd  
Axis Court  
North Station Road  
COLCHESTER  
CO1 1UX*

ETA Services Ltd is authorised and regulated by the Financial Conduct Authority.

Red Sands is authorised and regulated by the Gibraltar Financial Services Commission under the Financial Services Act 2019 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme (FSCS) and the Association of British Insurers (ABI).

# Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy:

**Accidental damage** means damage caused accidentally by violent and/or external means including vandalism.

**Administrator/ETA** means ETA Services Ltd, 68 High Street, Weybridge KT13 8BL.

**Britain** means Great Britain and Northern Ireland, the Channel Isles and the Isle of Man.

**Breakdown** means an electrical or mechanical failure which immediately renders the vehicle immobilised or dangerous to drive. This definition shall also include lost, snapped or stolen keys.

**Call Assist** means the breakdown claims administrator.

**Class 2** mobility scooter means cannot be used on the road (unless there is no pavement) and has a maximum speed of 4mph. Class 3 mobility scooters can be used on either road or pavement, but the speed must be adjusted to 4mph whilst on a pavement.

**Europe** means geographical Europe, to include all countries having a Mediterranean shoreline, Canary Isles, Madeira and Jordan (Europe does not include Azerbaijan, Armenia or Georgia, which are in Asia).

**Fixed accessories** means equipment added and fixed to the mobility scooter/powered chair in addition to the manufacturer's original specifications, which in order to remove would require the use of a tool.

**Forcible and/or violent entry** means entry evidenced by visible damage to the fabric of the building at the

point of entry or damage caused to the **immovable object** or lock, or to a vehicle as appropriate.

**Home** means **your** home or a temporary address whilst **you** are on holiday (in **Britain**).

**Immovable object** means any solid object that cannot be moved without damaging or destroying it.

**Injury** means bodily injury directly and, solely caused by accidental external violent and visible means.

**Pay and Claim** means **you** are initially responsible for any costs for which **we** will reimburse **you** for.

**Permanent total disablement** means a disability lasting at least 12 calendar months, which entirely prevents **you** from attending to any business, or occupation of any kind, and at the end of that period being beyond the hope of improvement.

**Public access** means an area (regardless of it being private property) to which the public can gain entry without force.

**Unattended** means whilst the mobility scooter/powered chair is not being held or used by **you**.

**We/Our/Us/Insurers** means Red Sands Insurance Company (Europe) Ltd.

**You/Your** means the insured person as detailed on **your ETA** documents..

# A – Theft and damage

We will cover **you** against theft, accidental loss or accidental damage to **your** mobility scooter/power chair, providing **you** have adhered to the terms and conditions of this policy.

## Theft, accidental loss and damage

### What you are covered for:

We will pay the cost of repair, or pay the cost of replacement as new, or, at **our** discretion, arrange for repair or replacement to be effected. **Our** liability shall not exceed £3,500.

### What you are not covered for:

1. Any claim where **you** are not able to produce evidence of proof of purchase of the mobility scooter/power chair in the form of an original purchase receipt.
2. Any claims for damage that have not been approved by **us** prior to repairs being carried out.
3. Theft or damage to the mobility scooter/power chair that has not been reported to the police, and a crime reference number obtained, within 24 hours of the incident.
4. Loss or damage caused by an airline that have not been reported at the time of the incident and prior to **you** leaving the airport.
5. Theft where **your** mobility scooter/power chair has been left for more than one hour, where **public access** could be achieved.
6. Theft or attempted theft of the mobility scooter/power chair whilst left **unattended** for more than one hour unless:
  - a) It is secured to an **immoveable object**, or;
  - b) It is in a locked private building where all external doors and windows are locked and theft is occasioned by a **forcible and/or violent entry**, or;
  - c) It is locked in a vehicle and stored out of sight where theft is occasioned by a **forcible and/or violent entry**.

### Making a claim for theft or damage

Visit [www.eta.co.uk](http://www.eta.co.uk) to complete an online claim form, or call **0333 000 1234** and the **administrator** will be happy to send **you** a claim form by post.

**You** must notify the **administrator** of all claims within 28 days of occurrence.

7. Claims where the mobility scooter/power chair has been left **unattended** whilst secured to an **immoveable object**, for more than 12 hours at any one time, where **public access** could be achieved.
8. Loss or damage caused by wear and tear, cleaning, alteration, adjusting, restoration, repair, maintenance, mechanical or electrical failure, denting, scratching, misuse, atmospheric or climatic conditions, or any cosmetic change that does not impair the function and/or performance of the mobility scooter/power chair.
9. Loss or damage to tyres or **fixed accessories** unless they are permanently fixed to the mobility scooter/power chair and the mobility scooter/power chair is lost or damaged at the same time.
10. Any claims outside of **Britain** where the trip does not begin and end in **Britain**.
11. Theft where the keys (or anything which substitutes a key) are left in, on or about the mobility scooter/power chair whilst it is left **unattended**.
12. Loss or damage occurring whilst in the custody of an airline or courier unless:
  - a) a receipt has been obtained from the airline/courier for the period of transportation confirming their acceptance of responsibility for the mobility scooter/power chair, and;
  - b) **you** have complied with the carrier's terms and conditions and packaging/storage requirements, and;
  - c) it is reported at the time of incidence.



## Lost keys

### What you are covered for:

1. **We** will pay the cost of replacement keys (or anything that substitutes a key) to **your** mobility scooter/power chair up to a maximum value of £100).

### What you are not covered for:

1. Claims where the costs are greater than a normal charge through a recognised supplier.
2. Claims where the costs exceed more than £100 during any one claim.
3. Claims where evidence of expenditure cannot be provided.

## Get you home cover

### What you are covered for:

1. If **you** suffer **accidental damage** or theft to **your** mobility scooter/power chair occurring more than one mile from **your** home (or temporary residence while outside of **Britain**), **we** will pay up to a maximum value of £50 (**pay and claim**) for the reasonable cost of taxi hire in order to get **you** to **your** onward destination or home.

### What you are not covered for:

1. Any claim for a taxi where the mobility scooter/power chair has not been stolen or damaged at the same time.
2. Any costs other than the taxi fare to transport **you** and **your** mobility scooter/power chair to **your** onward destination.
3. Any claim where the cost exceeds £50 during any one claim.
4. Any claim where evidence of expenditure cannot be provided.

## Hire cover

### What you are covered for:

1. **We** will pay the hire costs of a replacement mobility scooter/power chair whilst **your** claim is being processed up to a maximum value of £250.

### What you are not covered for:

1. A claim can only be made as part of a claim for repair or replacement of the insured mobility scooter/power chair.
2. Any claim where evidence of expenditure cannot be provided.
3. Claims for hire costs where **our** prior authority has not been obtained.
4. Any claim where the cost exceeds £250 during any one claim.
5. Claims where costs are incurred by anyone other than **you**.

## Puncture cover

### What you are covered for:

1. **We** will pay the costs to repair a puncture on **your** mobility scooter/power chair up to a maximum value of £100 (**pay and claim**).

### What you are not covered for:

1. Where the costs exceed more than £100 during any one claim.
2. Where evidence of expenditure cannot be provided.

# B – Personal accident

We will provide compensation in the event of injuries, disability or death caused solely by violent, accidental, external and visible events.

## Making a claim for personal accident

Visit [www.eta.co.uk](http://www.eta.co.uk) to complete an online claim form, or call **0333 000 1234** and the **administrator** will be happy to send **you** a claim form by post.

**You** must notify the **administrator** of all claims within 28 days of occurrence.

### What you are covered for:

1. We will pay the amount shown below if, at any time whilst **you** are using the mobility scooter/power chair, **you** are involved in an accident, which solely and independently of any other cause, leads to bodily **injury** which results in **your** death, loss of limb, loss of sight or **permanent total disablement** (benefit under this section shall be payable to **you**, **your** executors and/or **your** nominees, and is limited to a maximum of £20,000).

Loss of Limb	£10,000
Loss of Sight	£10,000
Permanent Total Disablement	£10,000
Death	£20,000

### What you are not covered for:

1. Any accident which occurs outside of **Europe**.
2. Any accident whilst using the mobility scooter/power chair for **professional use** or for **your occupation** except commuting to and from work, or incidental use of the mobility scooter/power chair in the course of **your** work.
3. Any benefit when **your** death, **injury** or loss does not occur within 180 days of the accident; or personal liability of whatsoever nature, directly or indirectly caused, or contributed to.
4. Any benefit where **you** cannot prove to **us** that the **permanent total disablement** which has continued for at least 12 calendar months entirely prevents **you** from attending to any business or **occupation** of any kind and at the end of that period being beyond the hope of improvement.
5. More than one benefit under this section.
6. Any accident not involving the use of a mobility scooter/power chair.
7. Any pre-existing condition.

# C – Personal liability

Personal liability occurs in the event of an accident, that results in bodily injury or property damage that **you** are held legally responsible for.

## Making a claim for personal liability

Visit [www.eta.co.uk](http://www.eta.co.uk) to complete an online claim form, or call **0333 000 1234** and the **administrator** will be happy to send **you** a claim form by post.

**You** must notify the **administrator** of all claims within 28 days of occurrence.

### What you are covered for:

1. **We** will become legally liable to pay for accidental bodily **injury**, death, or **accidental damage** to any person or **accidental damage** to third party property, up to £2 million, which arises from **your** use of any mobility scooter/power chair.
2. The total amount payable includes reasonable defence costs and expenses incurred by **you** with **our** written consent.

### What you are not covered for:

1. Any liability or accident outside of **Britain**.
2. A deductible of £250 for each and every claim arising from accidental bodily **injury**, death of any person and damage to third party property.
3. Liability arising from loss or damage to property which belongs to **you**, or is in **your** care, custody or control.
4. Any liability where **you** are entitled to indemnity from another source.
5. Any liability when punitive, exemplary or aggravated damages are awarded against **you**.
6. Indemnity under this section in respect of **injury**, loss, damage, cost or expenses, of whatsoever nature, directly or indirectly caused by, or resulting from, or in connection with, any act of terrorism.
7. Any liability for bodily **injury**, loss or damage:
  - a) to **your** employees or members of **your** family or household, or to their property;
  - b) arising out of, or in connection with, **your** trade, profession or business, or assumed under contract;
  - c) arising out of the ownership, possession, use or **occupation** of land or buildings;
  - d) arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals, or firearms or weapons.
8. Any liability not involving the use of a mobility scooter/power chair.
9. Any liability arising from a contract where **you** would have been liable in any event.
10. Any liability whilst using the mobility scooter/power chair for **professional use** or **your occupation** except commuting to and from work, or incidental use of the mobility scooter/power chair in the course of **your** work.
11. Any liability for any act **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party.
12. Any liability arising from the use of a **Class 2** mobility scooter on a public road, unless there was no availability of pavement.

# D – Breakdown cover

Emergency rescue when **you** are stranded with **your** mobility scooter/power chair.

## Broken Down?

If **you** break down, please call the 24-hour emergency helpline on **01206 785 970**

**Call Assist** may take credit card details, if for reasons outside of their control, are unable to confirm **your** cover.

### What you are covered for:

1. If **your** mobility scooter/power chair suffers a break down, or **you** are involved in a crash:
  - **Call Assist** will take **you** and **your** mobility scooter/power chair to **your home** address, or to a suitable repairer within a 25 mile radius of where **you** have broken down,
  - should **you** break down at home **we** will take **your** mobility scooter/power chair to a suitable repairer within a 25 mile radius.
2. Should **you** be unable to access the recovery vehicle **Call Assist** will provide a taxi to take **you** to **your home** address within a 25 mile radius (please notify **Call Assist** of this when calling to request assistance).

### What you are not covered for:

1. Any costs other than the initial call out charge and transportation of **you** and the mobility scooter/power chair to one of the above destinations within a 25-mile radius.
2. Any claims where **you** cannot provide receipts for any reclaimable expenditure.
3. Any claims which occur within the first 24 hours of the purchase date of the policy.

# E – Hospital benefit

Benefit for hospitalisation as a result of an accident, mugging or personal assault whilst using **your** mobility scooter/power chair.

## Making a claim for hospital benefit

Visit [www.eta.co.uk](http://www.eta.co.uk) to complete an online claim form, or call **0333 000 1234** and the **administrator** will be happy to send **you** a claim form by post.

**You** must notify the **administrator** of all claims within 28 days of occurrence.

### What you are covered for:

1. If **you** are admitted as an in-patient in hospital, **we** will pay £15 for each complete 24hr period.

### What you are not covered for:

1. Any injuries that do not require hospitalisation as an in-patient.
2. Any incident that does not involve the use of a mobility scooter/power chair.
3. Any costs that exceed £250 during any one claim.
4. Any mugging or personal assault that has not been reported to the police and a crime reference number obtained.
5. Any claim where evidence of **your** injuries and in-patient care has not been provided.

# F – Personal effects

Cover for loss and/or damage to **your** personal effects.

## Making a claim for personal effects

Visit [www.eta.co.uk](http://www.eta.co.uk) to complete an online claim form, or call **0333 000 1234** and the **administrator** will be happy to send **you** a claim form by post.

**You** must notify the **administrator** of all claims within 28 days of occurrence.

### What you are covered for:

1. **We** will pay **you** up to £250 for loss and/or damage to **your** personal effects occurring at the time of loss and/or damage to **your** mobility scooter/power chair.

### What you are not covered for:

1. Any incident that does not involve the use of a mobility scooter/power chair.
2. Any costs that exceed £250 during any one claim.
3. Any claim for loss of money, documents or tickets.
4. Any claim that has not been reported to the police and a crime reference number obtained.

# Conditions applicable to all sections

1. **You** must be over 18 years of age and a permanent legal resident of **Britain**.
2. **You** must pay in sterling. **Our** settlements and reimbursements will also be in sterling.
3. **You** shall take all reasonable steps to safeguard against accident, **injury**, loss, and damage and shall maintain the mobility scooter/power chair in an efficient and roadworthy condition. Failure to comply with this condition may invalidate **your** claim.
4. **Subrogation** - If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for our own benefit. This is known as exercising our right of subrogation. **You** must give **us** all the help and information **we** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising **our** right of subrogation.
5. Other Insurances - Other than Section B **we** shall not cover **you** for any liability where **you** are entitled to indemnity from another source.
6. In the event of a claim payment as a consequence of any insured event, **we** will deem that full liability has been met under the terms of this policy. In no circumstances shall the liability of the **insurers** exceed the claim limit.
7. All sections of the policy have limits to the amount that **we** will pay under that section. Sometimes there are limits within the section for specific items. Full details are contained within this policy document and on **your** policy schedule.
8. It is possible that a claim may be made under a policy after its expiry so it is important that **you** keep such documents safely.
9. **We** invite renewals on the understanding that there have been no changes in the risk.
10. Claims payments will be made in favour of the name shown on the policy. If payment is required to a third party, **we** require a signed mandate instruction to make payment to a specific payee along with a brief explanation of the request.
11. In the event of a claim, **your** policy will be continued automatically and, **you** do not need to do anything further. There will be no change to **your** scheduled renewal date.
12. Prior to the settlement of a claim for loss or damage where the mobility scooter/power chair is deemed a total loss, **we** have the right to take and keep possession of any part, or the entire mobility scooter/power chair, and deal with the salvage in a reasonable manner.
13. Should the mobility scooter/power chair have been recovered, **you** shall not abandon any mobility scooter/power chair to **us**, but it is **your** responsibility to notify **us**.

# Exclusions applicable to all sections

1. Any claims outside of **Britain** for cover exceeding 31 days during any one trip and a total of 90 days in any 12 month **period of insurance**.
2. Any losses that are not directly covered by the terms and conditions of this policy. For example, **we** will not pay for **you** to collect **your** mobility scooter/ powered chair from a repairer or for any time that has to be taken off work because of a theft, accident or **breakdown**.
3. This policy does not provide cover for theft and **accidental damage**, personal accident, personal liability or loss of earnings of any nature, directly or indirectly caused, contributed to, by, or happening through, or in the consequence of:
  - a) Any liability in excess of the amount shown in **your** policy.
  - b) Wilful self-inflicted **injury** or illness, suicide or an attempt to commit suicide, wilful exposure to danger, except in an attempt to save a human life, solvent abuse, being under the influence of alcohol or drugs, except those prescribed by a registered doctor and not those drugs prescribed for a drug addiction, or drugs prescribed by a registered medical practitioner where a warning against riding has been given, **your** engagement in any illegal or criminal act prescribed for drug addiction, or drugs prescribed by a registered medical practitioner where a warning against riding has been given, **your** engagement in any criminal or illegal act.
  - c) Any accident directly or indirectly resulting from stress, dementia, trauma or psychiatric illness.
4. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
5. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
6. Any direct or indirect consequence of:
  - a) Irradiation, or contamination by nuclear material; or
  - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
7. Any consequence, howsoever caused, including but not limited to Computer Virus resulting in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
8. Notwithstanding any other provision herein, **your** insurance policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
  - (a) Infectious or contagious disease;
  - (b) any fear or threat of (a) above; or
  - (c) any action taken to minimise or prevent the impact of (a) above

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.



# Customer information

## Information you have provided

**You** must take reasonable care to supply accurate and complete answers to all the questions **you** are asked when **you** take out, make changes to, or renew this policy.

**You** must notify **ETA Services Ltd** as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **ETA Services Ltd** of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim, **we** may not pay any claim in full or **your** policy could be invalid.

## Cancellation right

**You** have the right to cancel this insurance within 14 days of the start date of the policy or when **you** received the policy documents, if this is later, without giving any reasons, and **you** will receive a full refund unless a claim has been made. **ETA** may keep an amount that reflects the administrative costs of arranging and cancelling the policy. Should **you** cancel after 14 days **we** will refund **you** with an amount proportionate to the unexpired period remaining on the policy, unless a claim has been made. **We** reserve the right to withdraw and cancel insurances if **you** fail to pay premiums or installments of premiums on demand, or fail within seven days of a written request from **us**, to provide any documentation or information required by **us**. In the event of **ETA** cancelling a policy after its beginning or its renewal, their fees or commission will not be returnable.

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in your circumstances means that we can no longer provide cover
- f) where **we** identify **your** involvement in, or association with, insurance fraud or financial crime

g) where **you** have misrepresented or provided false information to the questions asked **you** when purchased, renewed or amended your policy

If **we** cancel your policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 18.

## Free legal advice

**ETA** have teamed up with leading law firm Shoosmiths to provide **you** with free legal advice.

If **you** have been involved in a road traffic collision or have any questions regarding a personal legal problem, call the **ETA** legal advice line on **0345 389 1050** and quote **your** **ETA** number. Please note; this is separate service and not in any way connected to the contract of insurance between You and Red Sands Insurance Company (Europe) Ltd.)

## Governing law

This policy is governed by English law.

## Compensation scheme

Red Sands Insurance Company (Europe) Ltd is covered by the Financial Services Compensation Scheme (FSCS). **You** might be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk). **You** may also contact the FSCS on their freephone number **0800 678 1100** or **020 7741 4100**, by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or **you** can write to:

Financial Services Compensation Scheme  
PO Box 300  
MITCHELDEAN  
GL17 1DY

## Fraudulent claims

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to:

- making a statement to **us** or anyone acting on our behalf, knowing the statement to be false;
- sending **us** or anyone acting on our behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or;
- acting dishonestly or exaggerating a claim.

**We:**

- a) are not liable to pay the claim; and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and,
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

**We** will not return any of the premiums paid.

## Complaints procedure

**ETA** does everything they can to make sure that their customers get the high standard of service they expect. If **you** feel **you** have cause for complaint regarding the information and advice about **your** policy, or a claim under **your** policy, **you** should contact:

*Customer Care Manager*  
*ETA Services Ltd*  
*68 High Street*  
*WEYBRIDGE*  
*KT13 8BL*

*Tel: 0333 000 1234*

*Email: [customercare@eta.co.uk](mailto:customercare@eta.co.uk)*

Please remember to always quote **your ETA** number in any correspondence. This can be found at the top of **your ETA** customer documents.

If it is not possible to reach an agreement and the internal complaints procedure has been exhausted, **you** have the right to refer **your** complaint to the Financial Ombudsman Service, but **you** must do so within 6 months from the date of **ETA's** final response to **you**.

For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

*The Financial Ombudsman Service*  
*Exchange Tower*  
*LONDON*  
*E14 9SR*

*Tel: 0800 678 1100 or 0300 123 9123*

*Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)*

# Privacy notices

## ETA Services Ltd privacy notice

**ETA** privacy notice explains in detail the types of personal data **ETA** may collect about **you** when **you** interact with **ETA**. It also explains how **ETA** store and handle that data and keep it safe. The policy can be found in full online at [www.eta.co.uk/privacy-policy](http://www.eta.co.uk/privacy-policy). In addition to **ETA's** privacy notice, **you** can also find details of all of **ETA's** suppliers together with links to their privacy policies. If **you** would rather **ETA** send **you** a copy, the data protection officer will be pleased to help. Email **ETA** at [customercare@eta.co.uk](mailto:customercare@eta.co.uk) or write to **ETA** at:

*Customer Care  
ETA Services Ltd  
68 High Street  
WEYBRIDGE  
KT13 8BL*

## Red Sands privacy notice

**We** are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). This notice sets out the basis on which **We** will process any personal data that **We** collect from **You**, or that **You** provide to **Us**. For the purposes of the Legislation, Red Sands Insurance Company (Europe) Limited will qualify as the Data Controller in relation to any personal data **You** supply to **Us**.

Below is a summary of the main ways in which **We** process **your** personal data, to see **our** full Privacy Policy please visit **our** website at <http://www.redsands.gi>.

### Our Privacy Principles

When **we** collect and use **your** personal information, it is kept no longer than is necessary, **we** ensure **we** look after it properly and use it in accordance with **our** privacy principles, **we** keep it safe and will never sell it. Information **we** may collect or receive about **you**:

**We** may collect and process personal data that **you** provide directly to **us** by filling in forms, sending emails, over the phone or that **we** receive via third parties such as **our** partners.

How **we** use **your** Information: For the purposes of providing insurance, handling claims, research or statistical purposes and any other related purposes.

**We** will also use **your** data to safeguard against fraud, money laundering and to meet general legal or regulatory obligations.

## Disclosure of Personal Data

**We** may disclose your personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf, these include reinsurers, legal advisors, regulatory authorities and as may be required by law. International

Transfer of Data: **We** may transfer **your** personal data to destinations outside the European Economic Area ("EEA"). Where **we** transfer **your** personal data outside of the EEA, we will ensure that it is treated securely, and in accordance with our privacy notice and the Legislation.

## Your Rights

**You** have the right to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

If **you** have any questions concerning **our** use of **your** personal data, please contact:

*Red Sands Insurance Company (Europe) Limited  
Level 3 Ocean Village Business Centre  
23 Ocean Village  
Promenade  
GIBRALTAR  
GX11 1AA*

This policy wording relates to any policy purchased or renewed with start date on or after:

**5 October 2021**

**ETA** may monitor telephone conversations with the aim of improving their service.

***ETA's** literature is printed on 100% recycled paper from post-consumer waste, is fully recyclable and biodegradable, totally chlorine free, elemental chlorine free, NAPM approved, long life archival usage approved, Nordic Swan environmental awarded and is produced in a mill that holds ISO 14001 certification.*



# Mobility Scooter & Powered Chair Insurance Policy

Edition date: 5 October 2021 - V1



The Ethical  
Choice