

EDEN MOBILITY

Mobility Scooter and Powerchair Recovery Scheme Terms & Conditions

The Mobility Scooter Recovery and Powerchair Recovery Scheme is a Service Contract provided by MB&G Insurance Services Limited, whose Registered Office is Cobalt Business Exchange, Cobalt Park Way, Wallsend, Tyne & Wear, NE28 9NZ Company No 01478159 and Eden Mobility (the "Providers").

At Our absolute sole discretion, We the Providers will give the benefit described in this Service Contract for the Contract Term and for any subsequent period that the Providers and You may agree. This Service Contract will not be in force unless You have paid all amounts due to Us for the Service Contract and it has been agreed by an authorised representative of the Providers and confirmation sent to You with the Service Contract. The Service Contract contains details of the rights You have bought, what is excluded from those rights and the terms and conditions of this Service Contract.

UNDERSTANDING YOUR SERVICE CONTRACT

This Service Contract is renewed on a 12-month cycle and you must keep all payments up to date or the Providers reserve the right cancel the Service Contract or delay provision of the Services until the Contract Fees have been paid up to levels acceptable to the Providers.

Please read this Service Contract carefully and make sure You understand fully and comply with its terms and conditions in order that You can achieve maximum benefit from its terms. Whilst We will always try to be fair and reasonable in Our operation of the scheme, please take care to follow the rules properly as failure to do so could lead to Your Service Contract becoming void.

THE SERVICE

Subject to the Conditions, Exclusion and Limitations Procedure, the Providers agree that any benefit provided by the Providers under this Service Contract shall be granted solely by the Providers and in every case shall be made only upon such terms and conditions as the Providers determine. For the avoidance of doubt, the limit of or the provision of the benefit shall only be made in the absolute discretion of the Providers.

For the further avoidance of doubt this is a contract for the provision of specific services supplied at Our absolute sole discretion and this is not a contract of insurance, a guarantee or an insurance policy.

1. Definitions

Administrators means Mechanical Breakdown & General Insurance Services Limited

Approved Sub-Contractor: means the company approved by the Administrators that is allotted the task of the provision of the Services as provided for by this Service Contract.

Breakdown / Broken Down: means an electrical or mechanical failure or a road traffic crash or damage caused by vandalism theft or fire which immediately renders the Vehicle immobilised or dangerous to drive. This shall also include lost, snapped or stolen keys;

Contract Fees means the fees that You have agreed to pay Us in respect of protection under this Service Contract;

Contract Schedule means the schedule provided to You describing Your Service Contract;

Contract Term means the duration under which the terms of this Service Contract apply and as defined in the Contract Schedule

End Date means the date this Service Contract ends as defined on Your Contract Schedule;

Geographical Limits: means England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Isles

Services: means the list of services defined in Your Contract Schedule subject to the list of exclusions and limitations defined in this document;

Start Date means the date shown on Your Contract Schedule as the date this Service Contract commences;

Vehicle: means the mobility scooter or powered wheelchair owned You and as identified in the Contract Schedule;

We, Us, Our means the Providers;

You, Your: means the owner of the Vehicle.

2. Service Content

At Our absolute sole discretion and within the Geographical Limits:

2.1 In the event of a Breakdown We will arrange for You and Your Vehicle to be recovered and moved subject to terms of this Agreement.

2.2 Should You be unable to access the recovery vehicle you may at our absolute sole discretion use a taxi at our cost to take You to Your home address within a 20-mile radius.

2.3 If the incident has been caused by a road traffic accident We will out our absolute sole discretion cover costs of the call-out, however the service provided will be dependent upon the level and type of cover you have purchased. If your vehicle is insured you should contact your insurer in the first instance to confirm that your cover will not be compromised by a recovery under this Service Contract.

3. General Terms & Conditions

- (i) You must comply with all the terms and conditions of this Service Contract.
- (ii) Your Vehicle must be maintained in a safe and roadworthy condition and serviced in accordance with the manufacturer's guidelines.
- (iii) We are not liable for any obligation that We have not expressly and specifically authorised You to undertake.
- (iv) You must keep all receipts for reclaimable expenditure.
- (v) We may take credit card details if for reasons outside Our control We are unable to confirm Your coverage.
- (vi) You must be over sixteen years of age and a permanent legal resident of Britain.
- (vii) You must pay in Sterling. Our settlements and reimbursements we choose to make will also be in Sterling.
- (viii) Unless some other law is agreed in writing, this Service Contract is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within Britain in which your main residence is situated.
- (ix) We cannot, in all cases, maintain a permanent record of information disclosed to us it and therefore your responsibility to ensure that all proposal forms and statements are correct. Any relevant changes in circumstances or in the risk must be notified to us as soon as you become aware of them and cover might, in certain circumstances, be invalid until we have accepted the changes.
- (x) We invite renewals on the understanding that there have been no fundamental changes in the circumstances of either You or Your Vehicle.
- (xi) In the event of a recovery being necessary You must stay with the Vehicle until the Approved Sub-Contractor attends the scene of the Breakdown.
- (xii) The onus is upon you to ensure that all information supplied to us is accurate and we cannot accept any responsibility in the event of such information being inaccurate. You must, upon receipt of a Service Contract, check that the Service Contract accurately reflects your instructions and changes required are notified to us immediately.
- (xiii) You have the right to cancel this Service Contract within 14 days of the start date of the Service Contract without giving any reasons and you will receive a full refund unless a service request has been made. We may keep an amount that reflects the administrative costs of arranging and cancelling the Service Contract.
- (xiv) We shall not be bound to accept renewal of Your Service Contract and may at any time cancel any Service Contract 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) Fraud
 - b) Non-payment of Contract Fees
 - c) Threatening and abusive behaviour
 - d) Non-compliance with Service Contract terms and conditions
- (xv) We reserve the right to withdraw and cancel the Services if You fail to pay Contract Fees or instalments of Contract Fee 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 our cancelling a Service Contract after its beginning or its renewal our Contract Fees will not be returnable.

4. General Exclusions

At our absolute sole discretion, We are not liable for any of the following:

- (i) Any incident occurring outside the Contract Term.
- (ii) Vehicles, which were broken down or un-roadworthy when the Service Contract was purchased.
- (iii) Home start or a breakdown within 0.25 miles of Your home address.
- (iv) Any incident brought about by an avoidable, wilful or deliberate act.
- (v) Any request for service You make under the Service Contract knowing the request to be false or fraudulent in any respect. Such requests shall deem the Service Contract void and all requests for service under it shall be forfeited.
- (vi) Any requests for service within the first 48 hours of the purchase date of the Service Contract. This does not apply to renewed Service Contracts.
- (vii) Vehicles that have broken down more than three times with no remedial action being taken, although assistance may be arranged at your own expense.

EDEN MOBILITY

Mobility Scooter and Powerchair Recovery Scheme Terms & Conditions

- (viii) We will not pay for any losses that are not directly covered by the terms and conditions of this Service Contract. For example, we will not pay for you to collect your vehicle from a repairer or for any time that has to be taken for work because of a breakdown.
 - (ix) Recovery in the event of severe weather conditions where in Our opinion it is not safe to provide the services.
 - (x) Recovery in the event that the police are in attendance and are already planning to move the Vehicle to another secure location.
 - (xi) Fines or penalties imposed by courts.
 - (xii) Call-out charges the police might charge.
 - (xiii) Service requests that exceed £250 or the value of the vehicle at any time.
 - (xiv) Any damage to your vehicle or its contents whilst being recovered, stored or repaired and any liability or consequential loss arising from any act performed in the execution of the assistance services provided including theft of objects or accessories left in or outside your vehicle.
 - (xv) The cost of any labour, parts, components, lubricants or materials required to make the Vehicle roadworthy again other than as defined under this Service Contract.
 - (xvi) Any expenses you would have had to pay anyway as part of the journey or any cost that would have occurred had no service request arisen.
 - (xvii) Any costs which may be recoverable elsewhere.
 - (xviii) Service requests where the Administrators helpline has not been notified promptly of the breakdown prior to expenses being incurred and authorised.
 - (xix) Service requests where charges incurred have not been settled promptly by you before requesting reimbursement.
 - (xx) Any charges arising from your failure to comply with the requests of the Administrators or its agents concerning the assistance being provided to you.
 - (xxi) Vehicle left in soft ground, water or snow bound.
 - (xxii) Any charges where, having contacted the Administrators, you effect recovery or repair by other means unless we have agreed to reimburse you.
 - (xxiii) The transportation of pets. This will be at the discretion of the recovery operator and any additional costs that would have otherwise been unnecessary will not be covered.
 - (xxiv) Any costs incurred if you are unable to make a telephone connection to the numbers provided.
- (ii) If You are not satisfied with the manner in which Your complaint has been dealt with then You should write to Us making sure that Your quote Your Service Contract number:

The Managing Director, Aros Group Holdings, Sutherland House, 3 Lloyds Avenue, London EC3N 3DS.

5. Making a Service Request

In the first instance you should call 01274 271 054 and quote your Service Contract Details. An Approved Subcontractor will then attend the site of the Breakdown to provide the Services.

The helpline is available 24 hours per day and 365 days per year.

You must stay with the Vehicle until the Approved Sub-Contractor attends the scene of the Breakdown. However, You should take all steps possible to make sure that You and the Vehicle are safe and at no risk of further accident.

6. Contract Price

We have priced the Mobility Scooter and Powerchair scheme such that we hope not to have to increase the cost to You for the foreseeable future. However, there are always cost increases that are outside our direct control and whilst we will always try not to pass these on, we do reserve the right to make increases in the Contract Fees if absolutely necessary.

7. Data Protection Act

- (i) Details of You and Your Service Contract will be held by the Providers and the Providers in their computer records for processing, service provision and fraud prevention, subject to the provisions of the Data Protection Act 1998 and the General Data Protection Regulations of 2018.
- (ii) To help Us improve Our Service, We may record or monitor telephone calls

8. Enquiries and Complaints

- (i) We always aim to provide a first-class standard of service, however, if You have any cause for complaint, Your should in the first instance address Your enquiry to the Administrator,

MB&G Insurance Services, Cobalt Business Exchange, Cobalt Park Way, Wallsend, Tyne & Wear, NE28 9NZ. Tel: 0191 259 0647