



Equicar

Equine Car & Trailer Scheme

terms & conditions

General Terms

We are:

Equine Rescue Services Ltd

Our Registered Office is:

Bourne Park, Piddlehinton, Dorchester, Dorset, DT2 7TU

Member:

The person named in the document who is the registered owner of the eligible vehicle.

Eligible Vehicle:

The motor vehicle or horse trailer which is owned by the registered owner and the details of which are recorded in the schedule.

Membership:

Your membership lasts for one year from and inclusive of the date specified in the Schedule.

Your membership is valid upon payment of our annual membership fee.

Upon renewal of your ERS membership, the services that you receive will be those set out in the Terms of Membership current at the time of such renewal. To qualify, vehicles must be registered to you and specified in the schedule together with no more than two named drivers (grooms) if applicable. If you change your vehicle during your membership year you must inform ERS in order for your new vehicle to qualify for assistance.

Law and Jurisdiction:

Your ERS Membership is governed by the laws of England.

We/Us/Our:

The assistance service which is operated by Equine Rescue Services and by any authorised employees or agents operating on behalf of ERS.

Territorial Limits:

The United Kingdom of Great Britain and Northern Ireland.

Period of Membership:

12 Months from the commencement date shown in the Schedule.

Breakdown:

Mechanical or electrical breakdown (failures or breakages), flat batteries, punctures, lack of fuel, lost ignition keys or damage which is caused by an accident, vandalism or theft and results in you not being able to drive your vehicle.

Home:

Equine Rescue Services, Bourne Park, Piddlehinton, Dorchester, Dorset, DT27TU. Tel: 01300 348997

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The address last notified to us as the place where the vehicle is normally kept within the territorial limits.

Horses:

Includes up to three horse(s) being transported by your vehicle.

The Service:

ERS provides the following services:

- Roadside Assistance.
- Recovery.
- Home Service.
- Overnight livery and accommodation.

Assistance not covered by the terms of your membership will be provided but the Member will remain responsible for all charges.

General Conditions.

1. We will only provide the benefits described in the membership if:

you have met all the terms and conditions in this document and if the information you have given to us is, as far as you know, correct and complete.

If you have failed to give us complete and accurate information or have not met the terms and conditions, this could lead to you being charged for the full cost of the breakdown(s)

2. This membership 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.

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 assistance is provided which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, you will be charged the full breakdown costs and the membership will be ended.

6. You must take all reasonable steps to prevent a breakdown, and your vehicle must not be driven in an unsafe or un-roadworthy condition or until recommended repairs have been carried out.

7. **You must carry a roadworthy and accessible spare wheel and tyre with your vehicle at all times.**

8. You must keep your vehicle properly maintained and serviced in accordance with manufacturers recommendations.

9. We will not make a refund if you cancel your membership during the membership year, except if you have cancelled within the first seven days of receiving your membership documentation, and only providing you have not used our services.

10. You will be required to reimburse to us within 30 days from date of our invoice for any costs or expenses paid out on your behalf and which fall outside of the terms of membership. Failure to do so may affect your ability to access the service.

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11. If you fail to pay any outstanding fees, under the terms of membership we will take legal action against you to recover the funds. Interest will be added monthly.
12. Your vehicle must display a valid road tax disc.
13. You must notify us immediately of any changes to the vehicle specified in the membership.
14. If you need to contact us about any changes, please call our membership team during office hours on 01300 348997.
15. New tyres are charged out at a premium rate. You may also be charged for parts associated with tyre replacement and disposal of used tyres.
16. The cost of parts/tyres that are given at roadside or on the phone by our staff or contractors at the time of the breakdown are estimated prices only and cannot be guaranteed.
17. If we are called out repeatedly for the same fault and in our opinion you cannot provide proof that sufficient action has been taken to rectify the fault, we retain the right to charge you the full cost of the incident.

General Exclusions

Your Membership 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 or toll fees or congestion charges.
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, horse(s) 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, such as tyres.
6. Any costs or expenses for any service, which is not arranged by the Rescue Control Centre.
7. 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.
8. Breakdowns occurring if the vehicle is carrying more people or horse(s) than it is designed to carry.
9. Any costs or expenses if the vehicle is being used for private hire, public hire, racing, rally, or in any contest or speed trial or any rigorous reliability testing.
10. Any costs or expenses if the vehicle is inaccessible or is immobile off road or cannot be reached due to snow, mud, sand or flood.
11. Any costs or expenses if the breakdown is covered by any other insurance or recovery service.
12. Loss of or damage to the vehicle or its contents, or any valuables, horse or animal carried in the vehicle.
13. Any breakdown or recovery from an MOT Station or trade premises.

The Service

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We will provide breakdown assistance for your motor car or horse trailer both solo and combined and accept the reasonable costs involved with the breakdown, which occur during the period of membership as long as the appropriate membership fee has been paid.

Roadside Assistance

We will arrange help at the scene of the breakdown and will pay call-out fees and labour charges needed to start the vehicle. If the vehicle cannot be repaired at the scene of the breakdown, we will arrange and pay the reasonable cost of taking the vehicle, horse(s) you and up to 5 passengers from the place where the vehicle has broken down to the nearest available garage.

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, horse(s) you and up to 5 passengers from the place where the vehicle has broken down to any one place you choose.

Home Service

If the vehicle breaks down at 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 at the scene of the breakdown, we will pay the reasonable cost of taking the vehicle to the nearest available garage.

Alternative Travel or Overnight Hotel Accommodation

If the vehicle breaks down while it is more than 50 miles from your home, and it cannot be repaired at the roadside or at a garage during the same day, we will refund the cost of alternative travel arrangements or necessary emergency overnight accommodation for horse(s), you and up to 5 passengers.

The most we will pay will be up to £250 for:

- * alternative road, rail travel or horse trailer hire to allow you and you party to reach your destination and return; or
- * one night's hotel accommodation for you and up to 5 passengers, including stabling costs for horse(s). (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 you must call the Rescue Control Centre for their agreement. We will only refund amounts covered by the membership if we receive valid invoices and receipts.

Horses

1. ERS will arrange and pay reasonable costs for the onward transportation of you and your horse(s).
2. We reserve the right to refuse to transport horse(s) if a valid horse passport is not being carried or that if in the opinion of our incident managers or contractors a horse or is unfit to be transported safely for whatever reason or if DEFRA have restricted the movement of horses at any given location at the time of the incident.
3. Your horse(s) are only eligible for onward travel if the registered vehicle they are being carried in breaks down and cannot be repaired at the roadside within a reasonable time.

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.4. It is your responsibility to ensure that ERS or its contractors are aware of any special requirements or instructions relating to the loading and transportation of your horse(s) or pony(s) prior to their movement.

5. In the unfortunate event that the member has been injured or hospitalised as a result of a riding accident or road traffic accident and are unable to continue with their journey, ERS will arrange and pay reasonable costs for the transportation of your horse(s) or Pony(s) back to your yard or any other destination within the UK.