



Membership Terms and Conditions

General Definitions

The words below have a specific meaning and will appear throughout this document with a capital letter.

Amendment	A written change to the terms and conditions of the Membership.
Breakdown	<p>The inability to use a Vehicle as a result of inter alia mechanical and electrical breakdown, puncture of road tyres, flat battery, loss of keys, mis-fuelling, accident*, vandalism*, fire*, theft*, and attempted theft*.</p> <p><i>* Subject to providing RecoverMe with your motor insurance policy information we can arrange to recover you following an accident, vandalism, theft, attempted theft, or fire that would normally be the subject of a motor insurance claim by you or a third party, but you may be responsible for any costs involved should we be unable to receive payment from Your motor insurer on presenting our invoice to Your insurer for these costs. (e.g. where you do not submit a claim to your motor insurer or have a third party only policy)</i></p>
Database	The information kept by RecoverMe that identifies inter alia each Vehicle, Customer, Registered Address, details of Breakdown service use, and any new or updated information.
Emergency Accommodation	We may decide to offer emergency overnight accommodation for which We will pay a maximum of £70.00 for the owner/driver, and where the vehicle is carrying passengers, We will pay a maximum of £40.00 per person for up to four additional passengers. A maximum of one night's emergency accommodation per incident applies.
Hire Car	<p>Subject to availability and Membership Level, a hire car will be provided for a maximum period of 72 hours where a vehicle repair cannot be undertaken on the day of the Breakdown, and where the Owner/Driver lives more than 50 miles from the Agent providing the Breakdown Solution or where the Breakdown Solution or Permanent Repair (in the event that RecoverMe's Agent has been instructed to carry out the Permanent Repair) has been delayed, for example for the provision of parts. The Member/Owner/Driver will contract directly with the Hire Company and will comply with their terms and conditions of hire and will be responsible for fuel costs of the Hire Car and any excess liability incurred during the period of hire including any delivery or collection costs where this service is requested by the member.</p> <p>Where a Hire Car is not a Member Benefit then if requested by the Member, RecoverMe will provide assistance to the member in arranging a temporary hire car while the Members Vehicle is being repaired.</p>
Homestart	A Breakdown Solution undertaken at the place of residence of the Member.
Member	Any person who has purchased one of RecoverMe's breakdown assistance and recovery memberships as the owner or registered keeper of a Vehicle or any person driving the Vehicle with the permission of the owner or registered keeper.
Member Benefits	The range of services provided to RecoverMe Members in respect of Homestart, Roadside Assistance or Recovery as stated in this document, the Membership Summary, and any Amendments only.
Membership Level	The Breakdown scheme purchased by the Member, namely 'Standard', 'Standard Plus', 'Get You Home' and 'Motorcycle'.
Membership Summary	The document supplied to the Member at the time of purchased which states the member number, the Membership Level, the price paid to become a Member and also summarises

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	the Member Benefits.
Mis-fuelling	Accidental and involuntary filling of the fuel tank with inappropriate fuel for the Member's Vehicle.
Motorcycle	Motorcycle means a two-wheeled vehicle that is powered by a motor and has no pedals (under 12 years of age) which is registered on the RecoverMe Database, in the Period of membership. The age restriction can be raised where an additional an 'age uplift' has been applied to the Membership fee.
Period of Membership	The period of time which the membership applies to and which is shown in the Membership Summary.
Recovery	Should the Vehicle be unsafe or be unable to be driven from the place of the Breakdown: <ol style="list-style-type: none"> i. the Fixed Cost to remove the Vehicle to a suitable local garage; and ii. where the Membership Level allows and so long as the Member can comply with all the requirements of the hirer, the hire of an alternative vehicle (with an engine of up to 1600cc, for a maximum period of 72 hours), not including any return and/or collection costs.
Recovery Agent	The approved ARL network agent appointed to undertake the work by Auto Rescue Logistics, Beaufort House, Talavera Court, Moulton Park, Northampton, NN3 6RW.
Registered Address	The address within the Territorial Limits given to You as the permanent place of keeping the Vehicle.
Roadside Assistance	Should a Vehicle suffer a Breakdown, the Fixed Cost of a breakdown vehicle to attend the Vehicle to make any necessary repairs.
Territorial Limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
Vehicle	Vehicle means the private car (under 12 years of age), privately owned light commercial vehicle (under 8 years of age) which is registered on the RecoverMe Database, in the Period of membership, to a maximum gross weight of 3.5 tonnes. The age restrictions can be raised where an additional an 'age uplift' has been applied to the Membership fee.
We/Us/Our	Recover Me Limited.
You/Your	The Member.

Mis-fuelling

In the event that the Member's Vehicle is subject to Mis-fuelling during the Period of membership, and providing that the Member has purchased either the RecoverMe Standard Plus (*with Misfuelling cover*) or the RecoverMe Get You Home Membership Level, as shown on the Member's Membership Summary, We will provide:

The cost of repairs up to a maximum of £1,000 to include draining of contaminated fuel, replacement with up to 10 litres of the correct fuel, and cleaning or replacement of affected parts.



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1. The Member's vehicle must have an appropriate current MOT certificate where applicable, a valid motor insurance policy, and a valid road fund license at the time of the Breakdown.
2. Contact must be through the emergency phone numbers RecoverMe provide in the Membership Summary or as displayed on the RecoverMe website www.recover-me.co.uk.
3. We will not be responsible for more than four (4) breakdowns in any one membership year from any one Vehicle.
4. RecoverMe retain the right to choose a suitable repairer to affect any repairs provided that the repairer can undertake the repairs in a reasonable time.
5. If RecoverMe effect a temporary roadside repair then We will not be liable for any subsequent repair costs.
6. For Our 'Standard' and 'Standard Plus' members, if We cannot fix the problem at the roadside, We will transport the vehicle to a local garage of Your choice within 15 miles of the breakdown location. You have the option on scene to secure a journey of more than 15 miles by making a payment for the additional mileage at a rate of £1.12p per mile. If You are more than 50 miles from home We will provide a replacement car as per General Conditions 7 & 8.
7. For Our 'Standard' and 'Standard Plus' members, a hire car will only be provided for a maximum period of 72 hours where a vehicle repair cannot be undertaken on the day of the Breakdown, and where the Owner/Driver lives more than 50 miles from the Agent providing the Breakdown Solution, or where the Breakdown Solution or Permanent Repair (in the event that RecoverMe's Agent has been instructed to carry out the Permanent Repair) has been delayed, for example for the provision of parts. The Member/Owner/Driver will contract directly with the Hire Company and will comply with their terms and conditions of hire and will be responsible for fuel costs of the Hire Car and any excess liability incurred during the period of hire including any delivery or collection costs where this service is requested by the member.
8. For Our 'Standard' and 'Standard Plus' members, in the event that We are unable to provide a hire car We may decide to offer emergency overnight accommodation for which We will pay a maximum of £70.00 for the owner/driver, and where the vehicle is carrying passengers, We will pay a maximum of £40.00 per person for up to four additional passengers. A maximum of one night's emergency accommodation per incident applies.
9. For Our 'Get You Home' and 'Motorcycle' members, if We cannot fix the problem at the roadside or home, the Motorcycle and its passenger or Vehicle and up to 4 passengers will be transported to the mechanic's premises, another garage specified by the owner or rider or if not already there, or Your home location.
10. You must tell Us if You take another membership that provides the same service(s). We will not attend any Breakdown that would have been provided by another Breakdown service.
11. A person who is not a party to this membership has no right under the Contracts (Rights of Third parties) Act 1999 to enforce any term of this membership.
12. This membership will be governed by and interpreted and construed in accordance with English Law and the English courts will have jurisdiction in respect of any dispute arising out of this service.
13. We may change the terms and conditions of this membership in the future. We will give You sixty (60) days' prior notice of any change to this membership. If You find the change unacceptable, You have the right to cancel the membership within the sixty day notice period and receive a pro rata refund of the price paid to become a member. If You do not cancel the membership within the notice period You will be considered to have accepted the changes.

Exclusions

We will not provide any service under this membership in respect of:

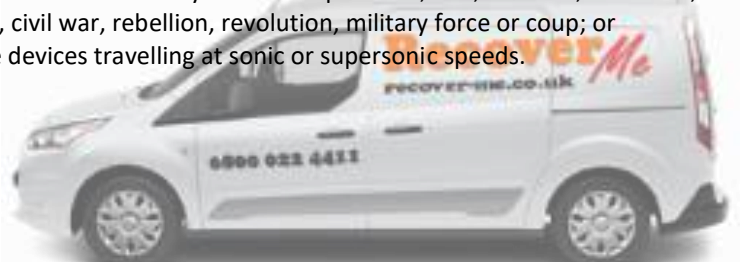
1. Any Breakdown occurring within 24 hours of the Member's Vehicle or Motorcycle first being registered on Our Database.
2. Any costs of whatsoever nature incurred by any other Breakdown or similar organisation whether or not their services have been mandated by the police or any other emergency service.



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3. More than four (4) callouts during the 12 month period of membership.
4. Labour costs.
5. Member's Vehicles or Motorcycles being used (or that have been modified for use) in motor racing, rallies, speed or endurance tests; hire or reward (including courtesy vehicles), vehicles over 3.5 tonnes gross laden weight; mechanically modified Vehicles or Motorcycles requiring specialist repairers.
6. The cost of any fuel (except mis-fueling on 'Standard Plus' and 'Get You Home' memberships), parts, components, lubricants or materials, food, drinks, telephone calls, or any other incidental expenses.
7. Member's Vehicles or Motorcycles that have not been maintained in accordance with manufacturer's recommendations.
8. Damage to paintwork and other cosmetic items.
9. Member's Vehicles or Motorcycles not in a roadworthy condition immediately prior to any Breakdown.
10. Any toll charges, ferry charges, parking charges or traffic congestion charges.
11. Damage or costs caused by the entering into a Member's Vehicle to effect repair or Recovery.
12. Costs incurred in the removal of animals from a Member's Vehicle or the transportation of animals.
13. Any liability or consequential loss arising from any act performed in the execution of the Breakdown services provided.
14. Loss or damage to the personal possessions of driver, rider and / or passengers.
15. Member's Vehicles or Motorcycles immersed in mud, snow, sand or water or any fault occurring or being immobilised as a result of contact with mud, snow, sand or water.
16. Storage charges incurred during or after the Recovery.
17. Any Breakdown resulting in a Member's Vehicle or Motorcycle not being repaired, or that is disposed of or scrapped.
18. Poor-quality prior repairs, the unsafe condition of the Member's Vehicle or Motorcycle, where the Vehicle or Motorcycle has been altered from the manufacturer's specification or where no remedial action has been taken to correct a fault from any previous breakdown. Garage attention must always be sought after experiencing a breakdown and proof of repair obtained.
19. The costs of providing wheel(s) or tyre(s) if the Member's Vehicle or (or any trailer attached thereto) does not carry a serviceable spare or as a result of the absence of the key(s) for any locking wheel nuts.
20. In the event of a temporary repair, it is the owner's / driver's / rider's obligation to arrange for the permanent repair to be carried out. Where this is not undertaken by the owner / driver / rider of the Member's Vehicle or Motorcycle, RecoverMe reserves the right to either charge the owner / driver / rider for further call-outs or to refuse to provide any further service.
21. The Recovery of any trailer or caravan attached to the Member's vehicle with a standard towing hitch is not covered unless a standard fee of £80.00 has been paid to the Recovery Agent prior to assistance being offered.
22. Any costs or expenses not authorised by Our control centre operatives.
23. Any fines or penalties imposed by courts.
24. Any costs recoverable under any Member's Vehicle or Motorcycle warranty or insurance policy or a service provided by any motoring organization or under the manufacturer's warranty.
25. Any action directly or indirectly caused by or contributed to or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; war, invasion, terrorism, foreign enemy hostilities (whether war declared or not), civil war, rebellion, revolution, military force or coup; or pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.



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Complaints

We aim to give customers a high standard of service at all times. If you are unhappy with the service provided for any reason or have cause for complaint, please contact in writing to Customer Services, Recover Me Limited, Beaufort House, 7 – 8 Talavera Court, Northampton, NN3 6RW.

Alternatively, you can email us at customerservice@recover-me.co.uk

If we cannot resolve your complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service.

Data Protection

RecoverMe is the data controller in relation to any personal data You provide in accordance with the UK Data Protection Act 1998 (and as may be amended/superseded from time to time).



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