



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 registered on our Database 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>* We will only provide assistance in moving the Vehicle to a place where the Member can source repairs or replacements for the lost Keys under any mileage constraints to the members schedule of service. We are not liable for the cost of replacement keys, locks, fobs or electrical components which would need to be replaced.</i></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 (including cancellation fees) 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.</p> <p>A hire car cannot be provided where the RecoverMe agent has not been instructed to carry out the repairs.</p> <p>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.

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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 purchase which states the member number, the Membership Level, the price paid to become a Member and also summarises 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 '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: <ul 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 by 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 'age uplift' has been applied to the membership fee.
We/Us/Our	Recover Me Limited. Registered in England No: 8867330
You/Your	The Member.



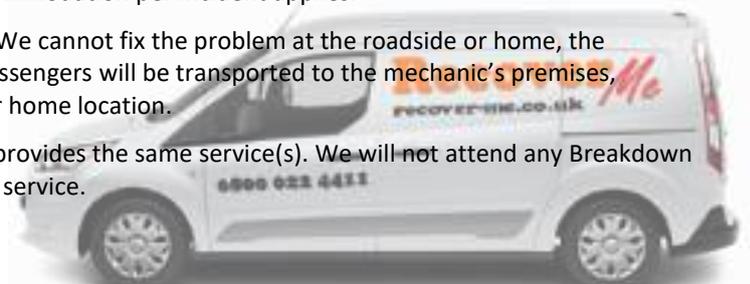
Mis-fuelling

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.

General Conditions

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. Where it is found that a Member's vehicle does not have an appropriate current MOT certificate (*where applicable*), a valid motor insurance policy or a valid road fund license at the time of the Breakdown. Then we will offer assistance on a pay as you go basis. We will only recover Your Vehicle to the nearest garage or to Your home address whichever is nearer, within any membership mileage constraints. We reserve the right to refuse to provide this offer of assistance where it would be considered unsafe or illegal to do so.
3. Contact must be through the emergency phone numbers RecoverMe provide in the Membership Summary or as displayed on the RecoverMe website www.recover-me.uk.
4. We will not be responsible for more than four (4) breakdowns in any one membership year or repeat call outs for the same fault.
5. 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.
6. If RecoverMe effect a temporary roadside repair then We will not be liable for any subsequent repair costs.
7. 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 £1.15p per mile.
This can be paid by card over the phone to RecoverMe from the breakdown location or directly to the agent attending.
If You are more than 50 miles from home We will provide a replacement car as per General Conditions 7 & 8.
8. 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.
A hire car cannot be provided where the RecoverMe agent has not been instructed to carry out the repairs.
9. 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.
10. 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 Your home location.
11. 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.



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12. 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.
13. 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.
14. 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.
3. More than four (4) callouts during the 12 month period of membership.
4. A 2nd call out where the member changes either the location of the breakdown, or selects a different destination to that originally provided to us.
5. Labour costs.
6. 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, electric vehicles, or Motorcycles requiring specialist repairers.
7. 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.
8. Member's Vehicles or Motorcycles that have not been maintained in accordance with manufacturer's recommendations.
9. Damage to paintwork and other cosmetic items.
10. Member's Vehicles or Motorcycles not in a roadworthy condition immediately prior to any Breakdown.
11. Any toll charges, ferry charges, parking charges or traffic congestion charges and/or emission charges.
12. Damage or costs caused by the entering into a Member's Vehicle to effect repair or Recovery.
13. Costs incurred in the removal of animals or pets from a Member's Vehicle or the transportation of animals or pets.
14. Any liability or consequential loss arising from any act performed in the execution of the Breakdown services provided.
15. Loss or damage to the personal possessions of driver, rider and / or passengers.
16. 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.
17. Storage charges incurred during or after the Recovery.
18. Any Breakdown resulting in a Member's Vehicle or Motorcycle not being repaired, or that is disposed of or scrapped.
19. 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.
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. Any breakdown resulting from:

- a) a fault that we have previously attended and the original fault has not been properly or permanently repaired or you have not followed our advice after a temporary repair.
- b) recovery/repair for caravans and trailers if they break down.
- c)
 - i. tyre faults : where the vehicle is not carrying a serviceable spare tyre, the tyre repair equipment provided by the vehicle manufacturer, or a locking wheel nut is not available. We are unable to repair tyres where the tyre tread is below the legal limit. We will make every effort to source specialist tyres on your behalf but are often unable to replace or repair specialist tyres as found on motorhomes, quad bikes, electric vehicles, and high performance vehicles. The cost of supplying and fitting such tyres will always be the members liability.
 - ii. run flat tyres which are designed to permit careful driving of the vehicle to reach a recognised tyre provider, and will not be considered as a breakdown unless the tyre is beyond reasonable use in which case it may be considered as a motor insurance claim from your policy provider.
- d) a 2nd call out / recovery where the member has insisted upon a service van initially attending for a fault where we recommended a recovery vehicle transport the vehicle to a repair centre.
- e) Where batteries need to be fitted by a manufacturer or main dealer as well as electric or hybrid vehicles, motor homes, kit cars, quad bikes, or modified vehicles.

22. We have no cost or service liability in respect of:

- a) Design or manufacture faults
- b) Failure of incorrectly fitted parts
- c) A third-party attempt to start the vehicle
- d) Incorrect lubrication
- e) The cost of a locksmith or tyre specialist if there is a specific need to call one out
- f) Any costs if we decide, acting reasonably, that the damage has been caused by you failing to take reasonable steps to prevent the damage.

23. 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.

24. Any costs or expenses not authorised by Our control centre operatives.

25. Any fines or penalties imposed by courts.

26. 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.

27. 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.



Revised 13/01/2018



Where we cannot help or will make a charge

There are some additional specific situations where we are unable to provide assistance, recovery or transportation to you at the roadside and/or on some occasions you may have to pay an extra charge.

- a) Where your vehicle has been imported or purchased at auction within 72 hours of your membership purchase.
- b) If your vehicle is being moved for commercial reasons.
- c) If your vehicle breaks down in a place we cannot reach.
- d) If your vehicle has broken down within the London Congestion/Emission Charging Zone an excess payment is payable by card to the control centre (01604 496811) before We can dispatch assistance to you. This is currently of £29.00 + vat.

Membership Cancellation

Your right to cancel your membership

You can cancel your membership of RecoverMe within the 14-day period following the Your membership start date.

In this instance, we will cancel Your membership with immediate effect from the membership start date and we will refund your Membership payment in full unless you have used our services within the 14-day period.

After this 14-day period you can still cancel your Membership but we will not refund any payment you have made.

If you opt to downgrade your membership level after the 14-day period to a lower level of membership, you may do so, but we will not refund any payment you have made.

You may exercise your right to cancel Your membership either via our website, in writing to us, or by contacting us on 01604 496811 and requesting customer services.

Our right to cancel

We adopt a zero-tolerance policy and may cancel your Membership immediately without any refund if you behave inappropriately towards us or our Recovery Agents, including, but not limited to acting in a threatening or abusive manner, whether verbally or physically.

We may also cancel Your membership if you misuse your membership which can include, but not limited to, if you persuade, or attempt to persuade us into a dishonest or illegal act, or omit to tell us important facts about a breakdown, provide false information, or knowingly permit someone not covered by Your membership, in order to obtain service from us.

We will notify you in writing if we decide to cancel Your membership, and explain the reasons why.

Membership Upgrades

Upgrades to 'Get You Home' from 'Standard' and 'Standard Plus' memberships are permitted and We will give you a pro-rata refund, calculated in whole months against a full 12 months 'Get You Home' membership subject to You not having made any call upon our services under your existing membership

If you have previously used our services under your existing 'Standard' or 'Standard Plus' Membership We cannot upgrade you until the end of your contracted 12-month term.

The first 24 hours of any upgrade will not be eligible for membership service.

You cannot upgrade from our Standard service to Standard Plus



Revised 13/01/2018

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Membership Changes (your vehicle)

If you change your Member vehicle you must contact us immediately. If you do not, your membership may not be valid and you may be charged for any service we provide.

1. We will not provide any service in respect of any Breakdown occurring within the first 24 hours of a Member's Vehicle or Motorcycle being changed on Our database.
2. We reserve the right not to re-register any vehicle which has been previously registered during the same membership Year.
3. We are unable to complete more than 3 vehicle changes requested within the membership Year.
4. Any changes to your membership Vehicle will be subject to a £5.00 administration charge
5. All communications from us shall be deemed duly received if sent to your last known address, postal or e-mail.

Membership Changes (your details)

You must let us know immediately if you need to change your membership details. We can be contacted by phone, post, or e.mail, as follows;

RecoverMe Limited

Beaufort House,
7-8 Talavera Court,
Moulton Park,
Northampton.
NN3 6RW

Telephone : 01604 496811 / 01604 496836 (please request customer services)

e.mail : customerservice@recover-me.co.uk

Complaints

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

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

If there is a disagreement between us which we cannot resolve to your satisfaction, you can refer the complaint to the Financial Ombudsman Service (FOS), who once contacted, will liaise with us on your behalf. The FOS will then inform you directly of its decision. Referral to the FOS will not prejudice your right to take subsequent legal proceedings.

Their address is:

The Financial Ombudsman

Exchange Tower

London

E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123



Revised 13/01/2018



Data Protection & Privacy

Recover Me Limited is a Data Controller, as defined by the Data Protection Act (1998) (DPA), the General Data Protection Regulation (GDPR) or the national legislation relating to data protection currently applicable.

We will process and maintain your information under the DPA, when the DPA is replaced by the GDPR on 25 May 2018, we will process your information in line with the GDPR.

We will not share your information with any other organisation outside our own group of companies and only use it for the express purpose for which you gave it to us. Namely attending the breakdown of, or recovering your vehicle which may mean we provide limited information to a supplier we use to assist you at the roadside, and administration of your membership

We will only hold the minimum amount of your information necessary for our use, and we will not keep your information for longer than necessary.

We will only retain your personal information while you are a RecoverMe member, and thereafter for such period as will be reasonably necessary for administrative, legal and regulatory purposes.

All your personal data will be kept secure by holding it electronically on secure servers to which only authorised and suitably trained persons using secure logins will have access on a strictly need to know basis.

Viewing Your Information

We respect your right to find out what information we hold about you.

We will supply this data within 40 days of a request being received, at a nominal charge of £10 per request. To request access to your data please write to us at Recover Me Limited, Beaufort House, 7-8 Talavera Court, Moulton Park, Northampton, NN3 6RW.

What we ask of You

- please give us accurate information
- please tell us as soon as possible about any changes to your personal information
- please tell us if you notice mistakes or inaccuracies in the information We have about You.

This helps us keep our information reliable and up-to-date.



Revised 13/01/2018