

TERMS AND CONDITIONS

The terms and conditions of service constitute the agreement between you and the **RESCUE** – please read them carefully. The following terms and conditions apply to all **RESCUE** membership schemes, unless otherwise indicated.

1. Basic Terms & Conditions

- a. **RESCUE** Services apply to:
 - Private motorcars and motorcycles purchased after 31/3/1995. The vehicles should be in roadworthy condition.
- b. Up to date subscription:
 - The **RESCUE** membership is vehicle based and not for the person. **RESCUE** members' subscription must be up to date. You must notify us of any change in your address immediately. You can transfer your membership to another vehicle within your current membership year. If you upgrade your membership during the membership year you must pay the full annual fee for the extra services. There are no pro rata rates for additional services added to your membership. If we do not receive payment for an upgrade you have requested, we will not upgrade your membership. Upon renewal of your membership, the services that you will receive will be those set out in the Terms of Membership current at the time of such renewal, irrespective of when you first became a member.
- c. Requirements at scene of breakdown:
 - To qualify for vehicle breakdown assistance benefits, the vehicle should be on road, the **RESCUE** member is required to show his/her valid membership card to the person providing the assistance. If this is unavailable we may refuse service or make a charge. We cannot work on the Vehicle if it is unattended. Should any Vehicle be unattended on our arrival, **RESCUE** will charge you the relevant fee for our service call and any other costs incurred.
 - Vehicle Breakdown Assistance is available anywhere in Bangalore.
 - If your vehicle has suffered a breakdown we will provide the following:
 - A **RESCUE** technician or contractor to assist you.
 - Labor at the roadside.
 - If we are unable to repair the vehicle within a reasonable time, or if repairs are unwise, we will take the vehicle to a nearby **RESCUE** authorized garage.
 - If you need to leave your vehicle at the garage due to a breakdown which cannot be repaired on road, we will reimburse you for taxi fares up to 10 Kms. – 4 wheeler members only (Timings : 11 pm to 8 am , A receipt must be obtained).
- d. Payment for spare parts:
 - RESCUE** road patrols do not carry spare parts in their vehicles. The member must pay for any parts replaced or purchased by the patrol on the member's behalf.
- e. **RESCUE** membership coverage:
 - RESCUE** will not cover the cost of vehicle repairs(unless repaired on road), spare parts, charges for the conveyance and collection of spare parts, storage costs, labor charges, overtime charges. **RESCUE** will also not cover the recovery and transportation of stolen vehicles. If you do not want your vehicle repaired for mechanical, electrical or collision related breakdowns at the **RESCUE** authorised repair centre nearest to the point of breakdown or collision, **RESCUE** will not be held liable for the cost of towing the vehicle for purposes of repairs.
- f. **RESCUE** is not liable to charges for assistance rendered by a private person
- g. Refund for towing charges:
 - A **RESCUE** preferential rate of Rs.100/km (4 wheeler) Rs.25/km (2 wheeler) is offered for any towing provided the total distance does not exceed 20km. The member has to pay towing charges directly to the **RESCUE** Recovery service provider, **RESCUE**'s liability, will be limited to a maximum of Rs.500/- (4 wheeler), Rs.125/- (2 wheeler) in a 12 month membership period.
- h. Cancellation of membership:
 - As well as levying a fee on service call-outs, **RESCUE** reserves the right to cancel a membership if it becomes apparent that the member is abusing the roadside assistance service; if the member is using the services fraudulently; if the member's record, claims warrant such action; or in circumstances deemed necessary by the **RESCUE**.
- i. Refunding membership fees:
 - RESCUE** membership subscription fees are not refundable.
- j. Right to amend terms and conditions:
 - RESCUE** reserves the right to amend any of the terms and conditions at its own discretion and at any given time without prior notification to its members.

2. Additional Terms & Conditions and Exclusions

RESCUE membership benefits provide extensive cover anywhere in Bangalore when your vehicle breaks down. Should your vehicle break down within area of coverage, your membership benefits will ensure that you are assisted. The membership benefits are available 72 hours after joining and are subject to payment being received by the **RESCUE**.

What is not covered:

- a. Breakdowns within one Km of your home or where you normally keep the vehicle.
- b. A second repair assistance if the original fault has not been properly repaired by a third party or if we have advised you that it is a temporary repair.
- c. The use of the breakdown service as a way to avoid repair costs.
- d. Towing/ salvaging of vehicle must be arranged at the time of breakdown and cannot be requested later.
- e. If there are any domestic animals in your vehicle, their onward transportation is to be taken care by you.
- f. Following a breakdown or accident attended by the police, other emergency service, or a Traffic Officer, removal of your vehicle will not take place until the officer concerned have authorised it. If the police, emergency service, or a Traffic Officer concerned insist on immediate recovery by a third party, the cost of this must be met by you.
- g. We do not guarantee to carry out the services if we are prevented from doing so in circumstances beyond our reasonable control including, without limitations, the actions of civil or government authorities, third party disputes, internal disputes, unavailability of spares, where we have taken reasonable steps to prevent the effects of such action on our services, but have been unable to do so; acts of God; terrorism or severe weather conditions.
- h. We have the right to refuse to give service and/or cancel your membership if you or anyone using your membership behaves in a threatening or abusive way to our employees or contractors.
- i. If the service you require is not provided for under these terms, we will try, if you wish, to arrange it at your expense. The terms of any such service are a matter between you and the supplier.
- j. We will take all reasonable care in providing our services to you. We will not be responsible for any action or inaction of any other third parties who may provide additional services to you.

3. Liability:

- a. **RESCUE's** liability is limited to a maximum amount of Rs. 3000/- (4 wheeler), Rs. 1000/- (2 wheeler) in each twelve-month period of your valid **RESCUE** membership. If we appoint a third party (including a Contractor) to provide you the services, you authorise us to make such appointment on your behalf and as your agent. Accordingly, you acknowledge and agree that such an appointment shall give rise to a contract or other legal relationship between you and the relevant third party. Your remedy for any act or omission of the third party or any of their employees, agents or sub-contractors shall be against the third party or the relevant employees, agents or sub-contractors and not against us. Except where the law provides otherwise, we shall not have any liability to you in respect of any act or omission of any Contractor or any of its employees, agents or sub-contractors.
- b. We do not guarantee to provide you the services in the case of any Event of Force Majeure and any failure to provide the services in such circumstances shall not constitute a breach of this Agreement on Our part.
- c. If the service you require is not provided for under this Agreement or is excluded by this Agreement, We will try, if you wish, to arrange it at your expense. We will charge you the applicable fee for our attendance and for the service provided.
- d. Any repairs effected to your Vehicle other than at garage premises shall be temporary only and sufficient to enable the Vehicle to journey to the nearest garage and you should have a permanent repair carried out prior to any further use of the Vehicle

4. Battery related faults

For battery related faults your membership entitlements are as follows:

- a. Our initial attendance for a battery related fault is included in your membership entitlement. There is no charge for that attendance.
- b. The fitting of any parts or batteries purchased by you prior to our attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.
- c. Our patrol will test your battery at that initial breakdown attendance. If the battery is no longer serviceable and so fails the test you will be advised to replace it.
- d. If you call us out again and we identify the fault as a problem caused by the same battery, you will have to pay an additional charge set by us. This will be advised to you at the time of the callout and such charge will be no less than Rs.250/-. You will be invoiced separately for any additional charges towards services provided for you. If we do not receive the payment within 14 days of the invoice date your membership will be cancelled.

5. Restrictions:

RESCUE members are not entitled to membership benefits and services where:

- a. The **RESCUE** member requesting assistance is not in possession of his valid membership card.
- b. The **RESCUE** member vehicle is engaged in business, trade or plying for reward, e.g. a taxi
- c. The **RESCUE** membership card is being fraudulently used
- d. The vehicle is not in a roadworthy condition

6. Telephone taping:

For our joint protection, telephone calls may be recorded and/or monitored

7. General Exclusions:

- a. Any breakdowns that occur during the first 72 hours after you have joined or reinstated your membership.
- b. Any breakdown covered under an upgraded membership that occurs during the first 72 hours after you have upgraded your membership.
- c. Vehicles which were broken down or unroadworthy at the time of joining, upgrading or renewing your membership.
- d. Vehicles which have broken down anywhere other than on a public road, or other road or area to which the public have right of access.
- e. Vehicles which have broken down as a result of taking part in any motor sport event (including, without limitations rallies or stock car racing) which takes place off the road and/or is not subject to the normal rules of the road. However, vehicles participating in any event (such as a treasure hunt, touring assembly or navigational road rally), which take place on, and comply with the normal rules of the road, will be covered.
- f. **RESCUE** will refuse to provide repairs to any vehicle which we suspect is loaded over its legal limit.

8. Cover shall not include the following:

- a. Any costs incurred without our prior consent. All requests for service must be made directly to **RESCUE**.
- b. The cost of draining or removing contaminated fuel. We will arrange for your vehicle to be taken to a nearby garage for assistance, but you will have to pay for the same. Any other recovery may be arranged but you will be liable for additional costs.
- c. Specialist equipment costs. We will however arrange for the specialist services if needed, but you will have to pay for any additional costs direct to the contractor.
- d. Any costs incurred as a result of you failing to carry a serviceable spare tyre and wheel, or incurred in arranging the removal of a wheel secured by locking wheel nuts when you are unable to provide a serviceable key, appropriate to your vehicle. Please note: Motorised vehicles that are manufactured without the provision of a spare wheel will be considered on their individual merits. Assistance in changing a wheel is covered, subject to you carrying a serviceable spare as specified above.
- e. The cost of a body glass or tyre specialist. We will arrange for your vehicle to be taken to a nearby garage for assistance but you will have to pay for the work carried out on the vehicle. Any other recovery may be arranged but you will be liable for the additional costs, payable directly to the contractor.
- f. Vehicle storage charges.
- g. If a vehicle has been modified from its original manufacturer's specifications in such a way that it requires use of specialist equipment, you are liable for the charges arising out of use of such specialist equipment.

9. Abuse of the service:

RESCUE reserves the right to refuse any service or benefit if, in the **RESCUE's** opinion, the service is being abused.

10. Dispute settlement:

- a. All disputes subject to the exclusive jurisdiction of Bangalore Courts only.
- b. If any provisions of these Terms & Conditions are found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be removed from the remainder of these Terms & Conditions, which will otherwise remain in full force and effect.

Definitions:

Vehicle Based – covers the named vehicle for use by any driver, possessing a valid drivers license.

"Breakdown" is where the vehicle is inoperative and/or has ceased to function as a whole as a result of a mechanical or electric failure. A component failure (e.g. air-conditioning failure) in itself does not constitute a breakdown unless it causes the vehicle to cease to function as a whole.

"Home" means the address where you live in the territory.

"Member/You/Your" means the person who is entitled to receive the services under the 'Vehicle Based' membership.

"Membership" means this policy of roadside breakdown assistance, which is subject to these Terms of Membership.

"Membership Year" means the period of 12 calendar months commencing on the date you started your membership.

"Modified Vehicle" mean any vehicle that has been modified from the manufacturer's specifications in such a way that it requires 'Specialist Equipment' for breakdown assistance.

"Contractor" means a contractor appointed by us to provide certain of the breakdown assistance services under the Membership.

"Specialist Equipment" is equipment in our view not carried by **RESCUE** or **RESCUE** Contractors.

"Vehicle" means any vehicle eligible for cover under the membership that meets the specifications set out by **RESCUE**

"We/Us/Our" means **RESCUE**.

WHEN YOU ENROLL AS A RESCUE MEMBER YOU ARE BOUND BY THESE TERMS & CONDITIONS. IF YOU HAVE ANY QUERIES PLEASE CONTACT 98864 96747 (10am to 5 pm, Monday to Friday) or email membercare@rescuefirst.com

