



24|7 HOME RESCUE VEHICLE BREAKDOWN TERMS & CONDITIONS



247- HOME RESCUE VEHICLE BREAKDOWN DIVISION

TERMS AND CONDITIONS

VERSION 15/5/17

IMPORTANT CONTACT NUMBERS

Vehicle Breakdown: **0345 319 247 (Option 2)**
Office Contact Details: **0345 319 247**
Email: **customerservices@247homerescue.co.uk**

Address:

247 Home Rescue Vehicle Breakdown Division
3 Petre Court, Petre Road, Clayton
Accrington
Lancashire

1. INTRODUCTION

This service agreement is arranged by 247 Home Rescue (a trading Name of 247 Home Assist Limited), a company registered in England And Wales, Company No. 09438900. Registered Office ; 24 Queen Street Manchester M2 5HX (**the Service Providers**).

24/7 Home Rescue is a specialist provider of emergency vehicle breakdown Recovery. Together with our partners **WE** provide a comprehensive recovery Service to our customers in the event of a vehicle breakdown.

Please read these Terms and Conditions carefully. This document forms the Basis of your agreement with **US**. It is important that **YOU** appreciate the extent of cover provided. Please pay particular attention to the sections relating to exclusion of cover (**paragraphs 15 & 16**) to understand what is and what is not covered under your service agreement. Please note certain actions can invalidate your cover it is important **YOU** understand these. If **YOU** are unsure about anything or have a query please contact a member of our customer service team who would be happy to assist. The Service Provider will provide the benefit as described in this service agreement for the agreement term or any subsequent period that the Service Providers and **YOU** may agree. This service agreement will not be in force unless **YOU** have paid all amounts due under your direct debit facility and confirmation of cover has been sent to **YOU**.

The cover provided will vary dependant on the level of service agreement you have purchased.

Please refer to your Service Agreement schedule for details. It is important you read and understand this document so that you are aware of the extent and limitation of Cover

2. DEFINITIONS

The following words (**which appear in bold**) shall have the meanings given Whenever they appear on documentation between the service provider and Customer.

ACCIDENT

Means where the Vehicle is involved in an incident that happens unexpectedly and Unintentionally.

AMENDMENT

A written change to the Terms and Conditions of the Service Agreement.

ROADSIDE ASSISTANCE

Should the vehicle suffer a Breakdown the fixed cost of a breakdown vehicle to attend the vehicle to make any necessary repairs.

BREAKDOWN/BROKEN DOWN

Means the Vehicle has ceased to function as a result of an electrical or mechanical failure, including the failure of the Vehicle's battery and/or tyres, but not as a result of fire, flood, theft or act of vandalism. The failure of a component (e.g. heating or air condition system) does not constitute a Breakdown unless it results in the Vehicle ceasing to function. The illumination of any of the Vehicle's warning lights does not constitute a Breakdown. In this instance, **YOU** need to make your way to a place of repair, and any Breakdown cover within this Service Agreement will not apply.

DATABASE

The information kept by **US** that identifies each Vehicle, Customer, Registered address, details of Breakdown service use, and any new or updated information.

HOME

Means the address where the Service Agreement Holder lives permanently as shown on Your agreement Details.

HOMESTART

A Breakdown Solution undertaken at the place of residence of the Service Agreement Holder.

INCEPTION DATE

Means the date on which your Service Agreement commences as stated on Your Service schedule.

INCEPTION PERIOD

Means a period of 48 hours from the Inception Date before **YOU**, or anyone driving the Vehicle, is able to make a Service Request.

MISFUEL/MISFUELLING

Means where the Vehicle has been fueled with an incorrect fuel type.

NON COMMERCIAL

Means the Vehicle is used solely for personal reasons and not in conjunction with any delivery service or service involving carriage of goods or being used for public or private hire.

RECOVERY

Should the vehicle be unsafe or be unable to be driven from the place of the breakdown-

- i) The Fixed cost to remove the vehicle to a suitable local garage.
- ii) Where the Service agreement allows and so long as the Service Agreement Holder can comply with all the requirements of the hirer the hire of an alternative vehicle for a maximum period of 48 hours and cost of £50 ,not including any return and/or collection costs.

RECOVERY OPERATOR

Means any person appointed or instructed by **US** to provide breakdown assistance services on our behalf.

REGISTERED ADDRESS

The address within the Territorial limits given by **YOU** as the permanent place of keeping the vehicle

ROADWORTHY CONDITION

Means that the Vehicle has been maintained in line with the manufacturer's guidelines holds a current UK MOT certificate where appropriate and there are no known faults with the Vehicle.

SERVICE AGREEMENT DETAILS

Means the Terms and Conditions contained herein along with your details which forms the basis of the agreement between **YOU** and **US**.

SERVICE AGREEMENT LEVEL

Means the Breakdown Scheme purchased by the Service Agreement Holder.

SERVICE AGREEMENT SCHEDULE

Means the document supplied to the Service Agreement Holder at the time of purchase which details the Agreement number, the agreement Level, the paid price and also summarises the benefits included.

SERVICE BENEFITS

Means the range of services provided to **OUR** Service Agreement Holders in respect of Homestart, Roadside Assistance, or Recovery as stated in this document and Service Agreement Schedule.

SERVICE AGREEMENT HOLDER

Means any person who has purchased one of **OUR** breakdown assistance and recovery Service Agreements as the owner or registered keeper of a vehicle or any person driving the vehicle with the permission of the owner or registered keeper.

SERVICE REQUEST

Means any request for assistance, service or a benefit under any section of this Service Agreement.

SERVICE AGREEMENT TERMS AND CONDITIONS

Means this document and the terms and conditions contained herein.

TEMPORARY REPAIR

Means a repair affected at the roadside by a Recovery Operator.

TERM

Means the duration of this Service Agreement, which is for 12 months, commencing from the Inception Date as stipulated on Your Service Agreement Schedule.

TERMS AND CONDITIONS

The clauses within this document. Please note we reserve the right to amend /add to /delete any clause within this Agreement. The latest version of the Terms and Conditions are readily available on your MYACCOUNT page.

TERRITORIAL LIMITS

Means England, Scotland and Wales.

VEHICLE

Means any private car, van, motorcycle or moped (under 12 years of age) privately owned light commercial vehicle (under 8 years of age) which is registered on the 247 Database, in the period of membership and complies with the specifications detailed below and is used for non-commercial use.-
Max weight (gross) 3.5 tonnes.

Max length 5.5 meters (18 feet).

Max Width 2.3 meters (7.5 feet).

WE /US/OUR

Means 247 Home Emergency Vehicle Breakdown Division Petre Court Petre Road Accrington Lancashire BB5 5HY.

YOU /YOUR

Means the person named on the Service Agreement.

3. INFORMATION REQUIRED ON A BREAKDOWN

- a. Your name and service agreement number.
- b. The vehicle's make, model and registration number.
- c. The exact location of the vehicle, such as the road YOU are located, the nearest junction, identifiable landmark etc.
- d. What YOU suspect the nature of the fault is.
- e. The telephone number YOU are calling from.

4. BREAKDOWN AS A RESULT OF PUNCTURE/BLOWN TYRE

If your breakdown is as a result of a flat, punctured or blown tyre **WE** will require you to have the following:-

- a. The locking wheel nut key (where applicable)
- b. A fully serviceable spare, or space saving, wheel.

5. CANCELLATION OF RECOVERY/VEHICLE INACCESSIBLE/VEHICLE ABANDONED

If **YOU** cancel Your recovery after initially calling **US**, are not with the Vehicle when a Recovery Operator arrives, the Vehicle is not in an accessible location when **YOU** have informed **US** otherwise or no fault is found with the Vehicle upon inspection by a Recovery Operator, then **YOU** will be charged a cancellation /abortive fee of £120 plus VAT.

6. BREAKDOWN ON PRIVATE LAND

Please ensure prior to calling **US** in the event of a Breakdown that a Recovery Operator will be able to lawfully access the Vehicle if the Vehicle is on private land, such as a campsite, otherwise **YOU** will be liable for a cancellation charge as per point 5 above.

7. TEMPORARY REPAIR

Any repair affected by our Recovery Operator is temporary only. Any further request for roadside assistance made by YOU as a result of the same defect will render the claim invalid. WE reserve the right to request evidence of any permanent repair from a reputable garage.

8. VEHICLE COVERED

YOU are only covered for the Vehicle that is registered upon taking out the Service Agreement, **UNLESS YOU** have notified us of a change of vehicle.

9. CHANGE OF VEHICLE COVER

Your Service Agreement allows for a change of Vehicle on 4 occasions. Any change must be notified to our customer services team immediately and confirmation established by a valid V5 document. Temporary changes of Vehicle are not permitted within this Agreement.

10. EXPRESS CONDITION OF YOUR SERVICE AGREEMENT.

SECTION A- OUR OBLIGATIONS TO YOU.

The following conditions apply to Your Service Agreement. Refusal to comply with any of these conditions by **YOU** or any driver of the Vehicle may result in **US** being unable to attend to a Breakdown and may result in the cancellation of your service agreement.

- a. The Vehicle must be maintained to a good state of mechanical and electrical repair and must be of a Roadworthy Condition
- b. No more than a total of 4 Service Requests are permissible under all sections of this service agreement.
- c. **WE** will always decide on the best possible way of offering assistance, after taking into account individual circumstances. If the assistance that **WE** offer does not suit your requirements then you can arrange alternative assistance at Your own cost.
- d. **WE** do not accept any liability for any pets, animals or livestock within the Vehicle at the point of Breakdown or during any subsequent recovery (where applicable).
- e. If requested **YOU** must provide evidence of your Vehicle's MOT (where applicable) and/or receipts/invoices for any work that has been undertaken as a result of a Breakdown in the recent past.
- f. Attendance by a Recovery Operator cannot be used as a reason by the Service Agreement Holder or any other driver of the Vehicle to avoid the cost of repairing or recovering the Vehicle.
- g. **WE** reserve the right to refuse, and/or cancel a Service Agreement if anyone behaves inappropriately towards any employee or representative of Our company or Agent instructed by **US** by, including but not limited to, acting in a threatening or abusive manner, whether physically or verbally **OR**
- h. Deliberately misleading or omitting to tell **US** important details or facts about a Breakdown in order to obtain assistance. If in doing so this results in **US** attending a Breakdown where **WE** otherwise would not have, **YOU** will retrospectively be charged for the attendance.

11. BREAKDOWN WITHIN 1/4 MILES OF YOUR HOME

If Your Vehicle has Broken Down within England, Wales & Scotland, **and is within ¼ miles** of Your Home as established by **US**, (or at the Home address as per Our most recent records,) **WE** will instruct a Recovery Operator to either;

- a. Attend the scene of the Breakdown and where possible carry out a Temporary Repair, and/or,
- b. Recover the Vehicle to a suitable garage straight away. The garage maybe chosen by **YOU** however must be within a 15 mile radius of the site of the Breakdown as measured by **US**.

In the event the Breakdown is as a result of a flat, blown or punctured tyre the following will apply:

- c. If **YOU** have an accessible and serviceable spare, or space saver wheel, along with any relevant locking wheel nut key (where

applicable), a Recovery Operator will replace the wheel.

d. If neither the relevant locking wheel nut key is present or an accessible and serviceable spare, or space saver wheel is not available, then **WE** shall source a mobile tyre fitter (where available) to attend. The call out charge of this shall be covered within Your Service Agreement, **but the cost of any parts or tyre(s) required will be at Your responsibility.**

e. Where a mobile tyre fitter is unable to be sourced **WE** shall recover Your Vehicle to the nearest garage able to effect a repair. This is where Our assistance will end..

12. BREAKDOWN MORE THAN 1/4 MILES FROM YOUR HOME

If Your Vehicle has Broken Down within the Territorial Limits of this Service Agreement, and more than 1/4 miles from Your Home as established by **US**, **WE** will instruct a Recovery Operator to either;

- a. Attend the scene of the Breakdown and where possible carry out a Temporary Repair, or,
- b. Recover the Vehicle to a suitable garage straight away. The garage maybe chosen by You however must be within a 15 mile radius of the site of Breakdown as measured by **US**

13. WHERE TEMPORARY REPAIR IS NOT POSSIBLE

If **WE** are unable to carry out a Temporary Repair to the Vehicle **WE** will decide on one of the following options detailed below. (This will normally be based upon Geographical proximity to place of breakdown:-

- a. To recover the Vehicle, where applicable, the driver and up to 4 passengers to the nearest suitable garage able to effect a repair

14. WHERE REPAIRS CANNOT BE CARRIED OUT ON THE SAME DAY

In the event that Your Vehicle is recovered to a suitable garage and repairs cannot be carried out on the same calendar day, then **YOU** will be offered the Following option:-

- a. The cost of a suitable hire car for one day up to a maximum of £50

Important: The above option is offered at Our absolute sole discretion.

15. WHAT IS NOT COVERED IN YOUR SERVICE AGREEMENT

- a. Any costs of whatsoever nature incurred by any Breakdown or similar organisation whether or not their services have been mandated by the police or any other emergency service.
- b. Labour charges in excess of one hour of the Recovery Operator arriving at the scene of the Breakdown.
- c. The cost of any parts required to repair Your Vehicle.
- d. Any Breakdown as a result of an Accident.
- e. Any Breakdown from a fault where We have previously attended for the same fault, or a related and connected fault.
- f. Any Service Request as a result of Misfuelling where the vehicle has been driven. Where the vehicle has **not** been driven following the misfuel you are covered for recovery to a garage.
- g. Any Service Request where the Vehicle is immersed and immobilised in mud, snow, sand or water.
- h. Any Service Request as a result of keys becoming locked in the Vehicle, keys being damaged in any way, lost or issues with key fobs or immobilizer keys.
- i. Any Breakdown as a result of a slipped chain on a motorcycle, moped, scooter or other chain driven Vehicle.
- j. Recovery of Your Vehicle to more than one destination including a second recovery or attendance by a Recovery Operator as the original destination was not able to accept Your vehicle for any reason.
- k. Any Vehicle which is already at a garage or other place of repair.
- l. Where **WE** can evidence that this Service Agreement is being used by the Agreement Holder or any other driver of the Vehicle to avoid the cost of repairing or recovering the Vehicle or where a known fault existed with the Vehicle prior to the Inception Date.
- m. Any Caravan or Trailer is not covered.
- n. Any hire car arranged by **US** where **YOU** do not comply with the usual terms and conditions of the hire car company.
- o. **WE** will not cover the cost of:-
 - a. delivery or collection of the hire car including the cost of any fuel in doing so.
 - b. any fuel consumed by **YOU** or any other driver during the period of hire.
 - c. any insurance excess payable under insurance for the replacement car.
- p. We will not supply a hire car of any specific make, model or type, or specially adapted vehicles or those with a tow bar.
- q. We will not cover the cost of any food and/or drink incurred by **YOU** or any other driver or any passengers.
- r. Loss or damage to the personal possessions of driver, rider and or /passenger.
- s. Any breakdown resulting in a Service Holders vehicle not being repaired or that is disposed of or scrapped.
- t. Any costs or expenses not authorised by OUR customer services department.
- u. Any fines or penalties imposed by courts.
- v. Any costs recoverable under any Service Holders vehicle warranty or insurance policy or a service provided by any motorising organisation under manufacturer's warranty.
- w. Service Holders vehicles that have not been maintained in accordance with manufacturers recommendations.
- x. Costs incurred in the removal of animals from the Service Holders vehicle or the transportation of animals.
- y. Any liability or consequential loss arising from any act performed in the execution of the Breakdown services provided.
- z. Storage charges incurred during and after the recovery.

16. GENERAL EXCLUSIONS

The following exclusions apply to all sections of Your Service Agreement.

- a. Any Service Request made within the Inception Period.
- b. **Any service Request where the vehicle to be recovered does not have a current MOT Certificate, Certificate of Insurance and has not paid the applicable Road Tax fee. Please note prior to attendance a check against the above will be affected against the relevant National databases. If any vehicle does not possess the proper documentation no road side assistance will be provided.**
- c. Any Vehicle that is being used, or has been modified for use, in motor racing, rallies, speed or endurance events, or for any other Non-Commercial Use.
- d. Any Vehicle which requires specialist repairs as a result of modification of any kind unless previously agreed by US.
- e. Any liability or consequential loss being placed, or charged, upon US as a result of assistance being provided by a Recovery Operator.
- f. A garage or other place of repair undertaking work on Your Vehicle will be acting as an agent on **Your** behalf and as such WE bear no responsibility or liability for any advice, work or action undertaken, or given, by them.
- g. Any charges incurred by YOU prior to notification of Breakdown to US.
- h. The cost of any parts, components, lubricants or materials required to repair Your Vehicle
- i. The reimbursement of any charges for food, drink, telephone calls, fuel, oil or any other incidental expenses.
- j. Any charges incurred by YOU where providing assistance under this Service Agreement would be deemed unlawful.
- k. Any Breakdown where Your Vehicle is not accessible when WE have been informed otherwise.
- l. The cost of any specialist recovery equipment required as a result of Your Vehicle being in an inaccessible location
- m. Recovery of Your Vehicle which cannot be undertaken in a safe and legal manner.
- n. Any Service Request where money is outstanding under this Service Agreement.
- o. Any Service Request arising from, loss or damage to the contents of, or within, Your Vehicle.
- p. Any toll charges, ferry charges, parking charges or traffic congestion charges incurred as a result of recovering Your Vehicle.
- q. Any charges or costs incurred by YOU as a result of YOU deciding to scrap Your Vehicle.
- r. WE are not chargeable, or liable, as the result of a Breakdown for any financial loss YOU may incur, such as, but not limited to, loss of earnings, missed appointments or missed flights, trains or other pre-purchased transport tickets.
- s. In the event of any Breakdown the cost of any fuel.
- t. Incidental expenses which include (not exhaustive) parts, components, lubricants or material, food drinks, telephone

17. COMPLAINTS PROCEDURE

The aim of 24|7 Home Rescue is to provide **YOU** with an unrivalled first class service at all times. The Service Providers are committed to maintaining the highest standards of professional and ethical conduct in all dealings with **YOU**.

However, **WE** realise that things can sometimes not go as planned and there may be occasions when **YOU** feel that **YOU** have not received the service **YOU** expected. When this happens **WE** want to hear about it so **WE** can put things right.

WE take all complaints seriously and **WE** will do our very best to resolve the issue promptly. If **WE** need more time to look into matters, we will let you know and keep you appropriately updated. If you remain dissatisfied with our final response, or it has exceeded eight weeks and you have not heard anything you have recourse to our helpline and support as detailed below.

Only the named **service agreement holder(s)** or an **authorised representative** should call or write to make a formal complaint.

To make a complaint, please contact:

24|7 Home Rescue
 Customer Relations Department
 3 Petre Road
 Clayton Le Moors
 Lancashire
 BB5 5HY
 Email: complaints@247homerescue.co.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

18. DATA PROTECTION

Please note that any information provided to **US** will be processed by **US** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing service agreements and handling claims, this may necessitate providing certain information to third parties.

We may also share information in confidence for processing and contract management with other companies including those located outside the European Economic Area.

- calls, etc.
- u. Damage to paintwork and other cosmetic items.
- v. Damage or costs caused by entering into a Service Holders vehicle to affect a repair or recovery.
- w. Fault as assessed in Our opinion, and where a Temporary Repair was affected, following which **WE** advised that garage attention is immediately required, and where this advice has not been followed and a permanent repair not affected. This does not apply in the event of a secondary Breakdown during the same journey as long as the intended destination was a garage or other place of repair.
- x. Any Service Request for any broken glass (windscreen lights etc.).
- y. Any Service Request resulting from the vehicles lights, radio or any chargers being left on unintentionally or otherwise by anyone.

19. APPLICABLE LAW

This Service agreement may only be relied on and enforced by the Service Providers and **YOU** and cannot be directly or indirectly enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise. This Service agreement shall in all respects be governed and construed in accordance with the laws of England and Wales and, subject to the terms of this clause, any disputes arising between the parties under this agreement shall be referred to the exclusive jurisdiction of the courts of England and Wales, unless the protected home is located in Scotland, in which case the law of Scotland shall apply.

20. CANCELLATION OF COVER

If you **cancel** your agreement within the first 14 days of the Agreement Inception Date. Unless **YOU** have made a service request during this period **WE** shall refund Your premium in full less a £10 administration charge.

If **YOU** have made a service request during the first 14 days, or cancel Your Service Agreement after this period, then there will be no refund of premium paid to you.

WE will automatically cancel Your Service Agreement without refund if You make more than the maximum number of permissible Service Requests during the Service Agreement Term. **WE** reserve the right to suspend Your Service Agreement if a Service Request has been successfully made where **WE** should not have provided assistance under this Service Agreement until such time as the callout and repair costs incurred by **US** are reimbursed in full. If **YOU**, after being notified of such costs and suspension of Your Service Agreement, fail to reimburse **US** within 14 days, **WE** reserve the right to cancel Your Service Agreement by giving **YOU** 14 days written notice.