



24|7 HOME RESCUE VEHICLE BREAKDOWN TERMS & CONDITIONS Version 2.0

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; Floor 2, 9 Portland Street Manchester M1 3BE. (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.

24|7 Home Rescue is not authorised by either the Prudential Regulation Authority nor the Financial Conduct Authority. The Service Agreement comprises a service plan, and not a contract of insurance. It is at Our absolute sole discretion as to whether any repairs detailed in this agreement are provided. This agreement forms a service and repair agreement between Us and You the customer.

Our Plans are not categorised as insurance products and therefore insurance regulation does not apply. This Agreement will not be in force unless you have paid all the amounts due under the Agreement (either monthly or in advance annually). The Service Agreement contains details of the plan purchased and the terms and conditions applicable.

Please read these Terms & Conditions carefully. This document forms the basis of your agreement with 24|7 Home Rescue. It is important you understand exactly the extent of the service provided in the service agreement purchased. If you are unsure about anything or have a query, please contact us immediately.

The services 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 the services that may be provided.

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.

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

Parkhill Business Centre, Padiham Road,

Burnley, BB12 6TG

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 repair service 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 fuelled 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-

The Fixed cost to remove the vehicle to a suitable local garage.

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 that may be 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 and the website.

FREE TRIAL PROMOTION

Free trial eligibility is determined by 247 Home Rescue at its sole discretion and we may limit eligibility to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible. We may use information such as device ID, method of payment

or an account email address used with an existing or recent membership to determine eligibility. For combinations with other offers, restrictions may apply.

We will charge your Payment Method for your monthly membership fee at the end of the free trial period unless you cancel your membership prior to the end of the free trial period. To view the monthly membership price and end date of your free trial period, visit our website and click the "MY ACCOUNT" link and click "SERVICE CONTRACT".

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 Parkhill Business Centre, Padiham Road, Burnley, BB12 6TG.

YOU /YOUR

Means the person named on the Service Agreement.

EXPRESS CONDITION OF YOUR SERVICE AGREEMENT.

OUR OBLIGATIONS TO YOU.

For the avoidance of doubt, this is a Service Agreement for the provision of specific services supplied at our absolute sole discretion. This is not a contract of insurance, a guarantee or an insurance policy. The benefits highlighted in this agreement may not at our absolute sole discretion be offered to you, even though they fall within the scope of Our agreement with 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.

The Vehicle must be maintained to a good state of mechanical and electrical repair and must be of a Roadworthy Condition No more than a total of 4 Service Requests are permissible under all sections of this service agreement.

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.

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).

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.

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.

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 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.

3. INFORMATION REQUIRED ON A BREAKDOWN

Your name and service agreement number.

The vehicle's make, model and registration number.

The exact location of the vehicle, such as the road YOU are located, the nearest junction, identifiable landmark etc.

What YOU suspect the nature of the fault is.

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 The locking wheel nut key (where applicable) 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 may 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 may 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 Service Request invalid. WE reserve the right to request evidence of any permanent repair from a reputable garage.

8. VEHICLE IN SCOPE OF THE SERVICE

Only the Vehicle that is registered upon taking out the Service Agreement may be able to access the benefits offered pursuant to the terms of 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. 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 may instruct a Recovery Operator to either;

Attend the scene of the Breakdown and where possible carry out a Temporary Repair, and/or,

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 may apply:

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 may replace the wheel.

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 may consider sourcing a mobile tyre fitter (where available) to attend. The call out charge of this shall be included within the scope of Your Service Agreement, but the cost of any parts or tyre(s) required will be at Your responsibility.

Where a mobile tyre fitter is unable to be sourced, WE may recover Your Vehicle to the nearest garage able to affect a repair. This is where Our assistance will end.

11. BREAKDOWN MORE THAN ¼ 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 may instruct a Recovery Operator to either; Attend the scene of the Breakdown and where possible carry out a Temporary Repair, or, 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.

12. WHERE A TEMPORARY REPAIR IS NOT POSSIBLE

If WE are unable to carry out a Temporary Repair to the Vehicle WE shall consider recovering the Vehicle, where applicable, the driver and up to 4 passengers to the nearest suitable garage able to affect a repair.

13. 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 may be offered the cost of a suitable hire car for one day up to a maximum of £50..It is important to note that this is offered at Our absolute discretion and we may refuse your request even though it falls within the scope of this agreement.

14. WHAT IS NOT INCLUDED IN YOUR SERVICE AGREEMENT

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.

Labour charges in excess of one hour of the Recovery Operator arriving at the scene of the Breakdown.

The cost of any parts required to repair Your Vehicle.

Any Breakdown as a result of an Accident.

Any Breakdown from a fault where We have previously attended for the same fault, or a related and connected fault.

Any Service Request as a result of Misfuelling where the vehicle has been driven. Where the vehicle has not been driven following the misfuel We may, at our absolute sole discretion, assist with your recovery to a garage.

Any Service Request where the Vehicle is immersed and immobilised in mud, snow, sand or water.

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.

Any Breakdown as a result of a slipped chain on a motorcycle, moped, scooter or other chain driven Vehicle.

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.

Any Vehicle which is already at a garage or other place of repair.

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.

Any Caravan or Trailer is not included.

Any hire car arranged by US where YOU do not comply with the usual terms and conditions of the hire car company. WE will not include the cost of; --

delivery or collection of the hire car including the cost of any fuel in doing so.

any fuel consumed by YOU or any other driver during the period of hire.

any insurance excess payable for the replacement car.

We will not supply a hire car of any specific make, model or type, or specially adapted vehicles or those with a tow bar.

We will not include the cost of any food and/or drink incurred by YOU or any other driver or any passengers.

Loss or damage to the personal possessions of driver, rider and or /passenger.

Any breakdown resulting in a Service Holders vehicle not being repaired or that is disposed of or scrapped.

Any costs or expenses not authorised by OUR customer services department.

Any fines or penalties imposed by courts.

Any costs recoverable under any Service Holders vehicle warranty or insurance policy or a service provided by any motorising organisation

under manufacturer's warranty.

Service Holders vehicles that have not been maintained in accordance with manufacturers recommendations.

Costs incurred in the removal of animals from the Service Holders vehicle or the transportation of animals.

Any liability or consequential loss arising from any act performed in the execution of the Breakdown services provided.

Storage charges incurred during and after the recovery.

15. GENERAL EXCLUSIONS

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

Any Service Request made within the Inception Period (48 hours from the commencement of this agreement).

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.

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.

Any Vehicle which requires specialist repairs as a result of modification of any kind unless previously agreed by US.

Any liability or consequential loss being placed, or charged, upon US as a result of assistance

being provided by a Recovery Operator.

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.

Any charges incurred by YOU prior to notification of Breakdown to US.

The cost of any parts, components, lubricants or materials required to repair Your Vehicle

The reimbursement of any charges for food, drink, telephone calls, fuel, oil or any other incidental expenses.

Any charges incurred by YOU where providing assistance under this Service Agreement would be deemed unlawful.

Any Breakdown where Your Vehicle is not accessible when WE have been informed otherwise.

The cost of any specialist recovery equipment required as a result of Your Vehicle being in an inaccessible location

Recovery of Your Vehicle which cannot be undertaken in a safe and legal manner.

Any Service Request where money is outstanding under this Service Agreement.

Any Service Request arising from, loss or damage to the contents of, or within, Your Vehicle.

Any toll charges, ferry charges, parking charges or traffic congestion charges incurred as a result of recovering Your Vehicle.

Any charges or costs incurred by YOU as a result of YOU deciding to scrap Your Vehicle.

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.

In the event of any Breakdown the cost of any fuel, calls, etc.

Damage to paintwork and other cosmetic items.

Damage or costs caused by entering into a Service Holders vehicle to affect a repair or recovery.

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.

Any Service Request for any broken glass (windscreen lights etc.).

Any Service Request resulting from the vehicles lights, radio or any chargers being left on unintentionally or otherwise by anyone. Incidental expenses which include (not exhaustive) parts, components, lubricants or material, food drinks, telephone

Your Agreement

Your agreement with 24|7 Home Rescue

24|7 will administer your plan. If you need to contact us regarding your agreement, please call the customer services number or write to us at:

Address: Parkhill Business Centre, Padiham Road, Burnley, BB12 6TG.

Email: customerservice@247homerescue.co.uk.

1. 24|7 Home Rescue will notify you if in the future it enters into an agreement with an alternative service provider for all or part of your service agreement, to confirm the details of the new service provider and give you details of any changes to the terms and conditions of your service agreement. 24|7 Home Rescue will notify you if in the future it transfers in full or in part the arranging and administration of your service agreement to another arranger and/or administrator to confirm the details of the new provider and give you details of any changes to the terms and conditions of this service.
2. We will collect the amount due in accordance with your instructions.
3. We can amend these terms and conditions for legal or regulatory reasons as well as to benefit the group as a whole. Where this change benefits you, we will make the change immediately and we shall update the Terms & Conditions on our Website. If the changes do not benefit you and you wish to cancel your plan, you may do so by following the procedure as outlined under the section labelled 'How to Cancel Your Plan'.
4. This plan commences on the date shown on your schedule and continues upon receipt of your monthly payment. This plan is a 30-day rolling agreement and does not have a specified end date and will continue until either you or we cancel the plan.
5. We will contact you on the renewal of your plan to remind you of this and notify you of any changes to your Service Agreement or payments. Should you fail to make a payment in any month, the Service Agreement will cease with effect from the end of the month immediately before the date of the failed collection. Should you wish to cancel your plan at any time, please see the procedure as outlined under the section labelled 'How to Cancel Your Plan'.

Payments

Making your payments

The payment method you have selected will be confirmed in your schedule.

If you have selected a monthly payment method, you will make your payment from your bank account on an agreed date of each month and, subject to the

successful collection of that payment, we will provide the services available under the Service Agreement up to the date on which your next monthly payment becomes due.

What if I miss a payment?

If you fail to make a payment on the due date, your plan may be suspended, and you will not be able to make a Service Request. You will remain liable for any due and outstanding payment for the period up to the date of cancellation. If you want to make a Service Request under your plan whilst your Service Request is suspended, you will be required to pay any outstanding payments before an engineer will be despatched to your Property.

Renewing your plan

Your plan will continue following receipt of your payment for the period of the Service Agreement as defined in your schedule. We reserve the right to adjust your payments to reflect any changes in the cost of providing the services

Our right to change the price of the plan

We will contact you at least 30 days before if we decide or need to change your plan or the price of your plan for any of the following reasons:

1. To make minor changes to your plan wording that do not affect the nature of the plan and benefit that may be provided such as changes to make the plan easier to understand;
2. To reflect changes in the law, in regulation (including any decision of a regulatory body).
3. To reflect increases or reductions in the cost (or projected cost) of providing your plan;
4. To cover the cost of any changes to the plan/benefits that may be provided under this plan including but not limited to the removal of one or more service scope exclusion(s);
5. To cover the cost of changes to the systems, services or technology in support of this plan.

How to cancel your plan

Please note, only you or your Authorised Representative can cancel, in writing. You must write to 247 Home Rescue, Parkhill Business Centre, Padiham Way, Burnley, BB12 6TG.

Cancelling within the cooling off Period

We hope you are happy with the services this plan provides. However, if after reading this plan it does not meet with your requirements, please note every agreement purchased is subject to a 14-day cooling off period, which begins on the purchase date or 14 days from the date you receive your plan documentation, whichever is the later. This allows you to cancel the service agreement without penalty.

Cancelling outside the 14-day cooling off period

You must provide 30 days clear notice of any cancellation.

How we will refund you.

If you validly terminate the agreement within the cooling off period, we will refund you the price you paid for the Services, by the method you used for payment. However, we may make deductions from the price, as described in Cancellation Fees.

Privacy Policy

We know how important it is for you to understand how we use your data. Our Privacy Policy sets out how and why we collect, store, process and share your personal data. We will always be transparent with you about what we do with your personal data. Our Privacy Policy can be viewed online at <https://247homerescue.co.uk/privacy-policy/> alternatively, or if you have any questions you can contact us at:

Address: Parkhill Business Centre, Padiham Road, Burnley, BB12 6TG.

Telephone: 0345 3192 247

Email: privacy@247homerescue.co.uk

17. COMPLAINTS PROCEDURE

It is our intention to give you the best possible service but if you do have any questions or concerns about this plan or the handling of a Service Request, you can contact us at:

Tel: 0345 3192 247

Email: complaints@247homerescue.co.uk

Address: 24|7 Home Rescue, Parkhill Business Centre, Padiham Road, Burnley, BB12 6TG

For our full complaints procedure please visit <https://www.247homerescue.co.uk/complaints-procedure/>. The 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. Applicable Law

This Agreement shall be governed by the laws in England & Wales.