



Auto Assured Membership



Auto Assured Membership

Member Details



FOR CUSTOMER USE:

For Gold Membership, please attach a recent colour passport size photograph.

Title: _____ Sex: M F Individual/Corporate Name: _____

Contact Person(Corporate) _____ Designation: _____

Tel No: (Office) _____ Mobile No(s): _____

Postal Address: P.O. Box _____ Code: _____ Town: _____

Physical Address:

House No: _____ Estate _____ Street _____ Town: _____

Personal Details

Date Of Birth: _____ DD/MM/YY Marital Status: _____ Passport/ID No: _____

Driving License No: _____ Driving License Expiry Date: _____ DD/MM/YY

Nationality: _____ Occupation: _____

Employers Name: _____ Physical Address: _____

Email Address: _____

	Next Of Kin: Name:	Relationship	Tel. No(s):
1			
2.			

Membership Type (tick where applicable) Lady (per car *lady drivers only) Blue (others/corporates*per car) Gold (per person in any car)

Select preferred Payment Method (tick where applicable) Continuous Membership (monthly) Annual (advance)

Note: Continuous membership - fill out a direct debit form for EACH vehicle.

Vehicle Details

	Car Registration	Make & Model	Body Type	Colour	Membership Type	Membership No.	Ins. Expiry
1							
2							
3							
4							

Please attach schedule if space provided is inadequate

Total No. of Cars: _____ Total Monthly: _____ Total Annual: _____

(Annual Advance) Cash Cheque Cheque Name: _____ Cheque Date: _____ DD/MM/YY

Cheque Number: _____ Bank: _____ Branch: _____

Refer to Auto Assured Membership Terms and Conditions overleaf.

I/We _____ (Member to insert name) confirm:

- A. that I/We have read and understood the Terms and Conditions and agree to be bound by them;
- B. that the information contained in the Application Form is true and complete and that I/We have not withheld any information which Auto Assured may consider necessary for a credit assessment over me.
- C. that I/We have been given a copy of the Terms and Conditions.
- D. I/We further warrant that if such statement and particulars are in the writing of any person other than the undersigned such person shall be deemed to have been my/our agent for the purpose of filling in the same and to the terms exceptions and conditions prescribed therein.

Name: _____ Signed: _____ Date: _____ DD/MM/YY

Additional requirements for Corporate Members

Designation: _____ Stamp: _____

FOR OFFICIAL USE ONLY:

A/C Type: _____ Sales Agent: _____ DD/CCMO Date: _____ DD/MM/YY

Receipt No.: _____

The Premier Road Rescue Company.

Auto Assured Limited, Auto Assured Hse, Mtito Andei Rd, off Lenana Rd. P. O. Box 267, 00100, Nairobi, Kenya

Telephone: 27 27 908/14/15, 27 11 420/1, 27 27 678 Email: info@autoassured.com URL: www.autoassured.com

Auto Assured Membership Terms and Conditions

Auto Assured

Refers to Auto Assured Limited, P.O. Box 267-00100 Nairobi

Membership

This is an annual renewable cover that entitles you to the Services in the event that your car is involved in a road accident, breaks down or is stolen.

Member Vehicle

The motor vehicle that is the subject of the contract

Member

The person entitled to the Membership being the applicant

Vehicle Membership

This is membership where services are offered and limited to a specific car registered with Auto Assured, when membership fees are fully paid and membership is current. Services are offered irrespective of who is driving the member vehicle. Vehicle Membership is not transferable to any other vehicle.

Personal Membership

This is membership where services are offered and limited to a specific individual, in exclusion of any other person, while driving or traveling in any personal car up-to 2.5 tons excluding vehicles for P.S.V use. The member must be a driver or passenger in the broken down vehicle and they must show proof of identity to the Rescue Team by producing their Auto Assured Membership photo card plus National ID/Passport for services to be offered. Personal Membership is not transferable to any other person and services are only offered where membership fees are fully paid and membership is current.

Road Rescue

24 Hour Road Rescue Services provided by Auto Assured which includes 24 hour road accident rescue, 24 hour car breakdown rescue, 24 hour post-theft assistance and 24 hour towing and recovery.

Breakdown

Failure to operate or an interruption of the operation of a vehicle

Post-theft

Assistance offered following a carjacking or theft of a vehicle.

First aid

Emergency mechanical or electrical assistance offered to a broken-down vehicle before more thorough garage assistance can be obtained.

Towing

The act of pulling a broken-down car along by means of a chain, cable or towing bar attached to it or by carrying the car on a flat bed truck.

Recovery

The retrieval of a vehicle from mud, sludge, a ditch, loose sand, water or off-road or the act of placing a rolled vehicle in an upright position.

Fault Accident

Where the Member Vehicle is to blame for the occurrence of the accident based on the facts of the accident

Non-fault Accident

Where the Member Vehicle is not to blame for the occurrence of the accident based on the facts of the accident

Major Accident

Where the Member Vehicle sustains major damages that disable it rendering it unable to move on its own power

Minor Accident

Where the Member Vehicle sustains minor damages and can move on its own power

Greater Nairobi

The area within the 30-Kms radius from the Central Business District (CBD) of Nairobi City

Territory

The Greater Nairobi being the area within which Auto Assured is currently providing the Services or such other region set out in the application form or as shall be notified in writing by Auto Assured to the Member.

1. Membership and Charges

- 1.1 Auto Assured reserves the right to refuse an application for Membership, or for the renewal of Membership, or for the transfer between categories of Membership, without giving any reason(s) for such refusal.
- 1.2 An application form for Membership must be completed and submitted together with the applicable fees subscriptions and premiums in cleared funds ("Membership Fees") for consideration.
- 1.3 Once accepted, Membership is effective from the first of the current month if the Membership Fee is paid before the 15th of the current month or from the first of the following month if the membership fee is paid after the 15th of the current month ("Effective Date").
- 1.4 Once Membership is accepted, the Membership Fees are, unless otherwise decided by Auto Assured in its sole discretion, non-refundable.
- 1.5 Payments by instalments shall be at Auto Assured's sole discretion. In the event that Auto Assured allows a Member to pay by instalments, the Membership shall automatically lapse where any instalment is not paid on its due date.
- 1.6 Membership shall be valid for 12 months from the Effective Date ("Membership Year") and shall be renewed from year to year upon payment of the Membership Fees for each subsequent year, unless terminated in accordance with clause 3.13 below. Membership shall automatically lapse if the renewal fee is not paid on or before the renewal date being the first day after the expiry of the Membership.
- 1.7 Auto Assured may in its sole discretion change the benefits granted under any category of Membership at any time during a Membership Year or increase the amount of Membership Fees by giving the Member not less than one month's notice. No Member shall have any claim in respect of services rendered by Auto Assured prior to the date of implementation of any new benefit.
- 1.8 Auto Assured may in its sole discretion offer a Member a no-claim discount when the Member does not utilize the Services during the Membership Year. The no-claim discount will be deducted from the Membership Fees for the subsequent year.
- 1.9 All payments are exclusive of VAT unless otherwise stated. Accordingly, VAT and any other applicable taxes shall be paid in addition to the amounts due to Auto Assured whether in respect of Membership Fees or otherwise at the same time and in the same manner as such other amounts are paid.
- 1.10 Membership is limited to the Member and the Member Vehicle and, unless otherwise agreed, is not transferable or assignable without Auto Assured's consent which shall be given at Auto Assured's sole discretion and if granted will, if necessary, be subject to such charges as Auto Assured may specify from time to time. Accordingly, if a Member requests for the Services to be extended to a non-member, or to a non-registered vehicle such Member shall, unless otherwise agreed, be responsible for the additional charges to be paid to Auto Assured based on Auto Assured's tariffs from time to time and shall fully indemnify Auto Assured against any losses or damage suffered by the non-member or on the non-registered vehicle as a result of the provision of any of the Services.

2. Provision of the Services

Auto Assured shall provide the Services specified hereunder to the Member in the manner and to the extent hereinafter provided and upon terms and conditions hereinafter provided as part of the benefits to be enjoyed by the Member under this contract.

2.1 24 Hour Road Accident Rescue in both 'Fault' and 'Non-fault' Accidents and whether 'Major' or 'Minor' accidents.

The Services provided by Auto Assured will be limited to:

- 2.1.1 informing the traffic police of the occurrence of the accident by telephone or by physically reporting at the relevant police station on behalf of the Member;
- 2.1.2 arranging for the traffic police to attend to the accident and record details of the accident;
- 2.1.3 arranging for an ambulance which shall transport the Member to the nearest hospital in the event that the Member is injured during the accident;
- 2.1.4 assisting the Member deal with the police at the accident scene. Auto Assured will also assist the Member in recording the statement at the relevant police station and obtaining the police abstract. Auto Assured will not in any way be deemed to act as a substitute to the Member in as far as any dealings with the police are concerned. The role of Auto Assured will be advisory and in co-operation with the reasonable directions and requirements by the police at the scene where the accident has occurred and at the police station;
- 2.1.5 collating and recording relevant details of the accident to facilitate processing of any motor accident insurance claim by the Member. Auto Assured shall collect on behalf of the Member any information that it may consider relevant in facilitating the motor accident insurance claim. This will include recording the make, model, insurance details, driver's license details, summary of damage to the Member Vehicle together with any other vehicle involved in the accident, sketch of the accident scene and where possible details of third party persons involved in the accident and witnesses of the accident;
- 2.1.6 arranging for transportation of the Member and a maximum of three (3) passengers to a destination of the choice of the Member within the Territory in the event the Member Vehicle is disabled as a result of the accident;
- 2.1.7 recovering and towing the Member Vehicle to a garage of the choice of the Member within the Territory that will undertake repairs of the Member Vehicle provided that the circumstances and the extent of damage of the Member Vehicle will allow such towing. In certain circumstances when the Police have the right to detain the Member Vehicle, towing will only be provided once the Police have released the Member Vehicle to the Member. The contract of repairs is between the Member and the garage the Member has instructed Auto Assured to deliver the Member Vehicle to; and
- 2.1.8 if required, relaying urgent messages to family, friends and colleagues to inform them of the accident and any resultant delays.

2.2 24 Hour Post Theft Assistance – In the event of carjacking or theft of the Member Vehicle the Services will be limited to:

- 2.2.1 informing the police and collecting as much information as possible from the Member relating to the carjacking or theft of the Member Vehicle and then passing on this information to the police for their action;
- 2.2.2 where the Member has been abandoned within the Territory, arranging to pick up the Member and transport the Member to the police station to record a statement;
- 2.2.3 arranging for an ambulance which shall transport the Member to the nearest hospital in the event that the Member is injured during the carjacking or theft of the Member Vehicle;
- 2.2.4 if required, relaying urgent messages to family, friends and colleagues to inform them of the incident and any resultant delays;
- 2.2.5 advising the Member on the procedures to acquire a police abstract report from the relevant police station.; and
- 2.2.6 providing towing services in the event that the Member Vehicle is traced within the Territory.

Auto Assured will not in any way be deemed to substitute the Member in the recording of any statement with the police and in any dealings with the police. The role of Auto Assured will be an advisory one in co-operation with the reasonable directions and requirements of the traffic police

2.3 24 Hour Car Breakdown Rescue

In the event that the Member Vehicle is disabled within the Territory due to a mechanical or electrical breakdown or as a result of any other cause, the Services shall be limited to:

- 2.3.1 providing free mechanical and electrical first aid at the place where the Member Vehicle is disabled to enable the Member Vehicle move on its own power. This will not include major repairs which will be referred to a garage of the choice of the Member and the cost of such repairs shall be borne by the Member. The Member shall provide funds up-front for any consumables that may be used to carry out the mechanical and electrical first aid. The scope of service is at the discretion of the rescue team;
- 2.3.2 providing towing services within the Territory during the membership period if the Member Vehicle cannot move on its own power;
- 2.3.3 arranging for transportation of the Member and a maximum of three (3) passengers to a destination of the choice of the Member within the Territory in the event the Member Vehicle is disabled as a result of the breakdown;
- 2.3.4 in the event that the Member Vehicle is disabled due to lack of fuel the Member will provide funds for fuel up-front to Auto Assured who shall arrange to purchase the required amount of fuel at no extra cost to the Member;
- 2.3.5 jump starting the Member Vehicle in the event that the Member Vehicle has a flat battery and as a result renders the Member Vehicle disabled. However this does not include the service of purchasing a replacement battery. If the Member Vehicle cannot be jumpstarted then it will be towed to a destination of choice of the Member within the Territory;
- 2.3.6 arranging to change the tyre of the Member Vehicle in the event of a flat tyre. However this shall not involve Auto Assured taking the tyre for repair which shall be the responsibility of the Member;
- 2.3.7 in the event that the Member has locked his keys in the Member Vehicle, arranging for retrieval of the keys from the Member Vehicle and if the services of a locksmith are necessary to retrieve the keys, the Member will provide funds up-front to cover the cost of hiring one; and
- 2.3.8 any other services provided in the event that the Member Vehicle is disabled will be provided by Auto Assured at its discretion and using such tools and means approved by Auto Assured.

3. Terms and Conditions for Provision of the Services

The Member hereby agrees to the following terms and conditions for the provision of the Services

- 3.1 Auto Assured shall in its sole discretion arrange for a rescue team to undertake a rescue of the Member Vehicle.
- 3.2 The Services shall only be provided:-
 - 3.2.1 to the Member Vehicle alone in exclusion of any other vehicle. In cases where the Services are provided to the passengers as provided in this membership it is hereby declared that the same shall extend to a maximum of three (3) passengers;
 - 3.2.2 when Auto Assured has received in writing the details of the Member Vehicle covered under this membership contract;
 - 3.2.3 when the Member Vehicle is located within the Territory;
 - 3.2.4 when the Member and/or the disabled Member Vehicle can be safely reached and serviced with tools ordinarily used by Auto Assured or its agents;

- 3.2.5 when the Member and/or the disabled Member Vehicle are not located in areas considered by Auto Assured at its sole discretion to be dangerous, inadvisable for travel or inaccessible. The decision whether or not to proceed is at the sole discretion of the Auto Assured rescue team;
- 3.2.6 where the disabled Member Vehicle has not been left unattended, unless the Member was unable to remain with the Member Vehicle due to safety or injury reasons;
- 3.2.7 when the Member Vehicle has not been impounded by the police; and
- 3.2.8 when the Membership Fees are up-to-date.
- 3.3 Auto Assured rescue teams are trained and equipped to carry out emergency roadside mechanical and electrical first aid and are not in a position (and should not be expected) to comment on the general safety or roadworthiness of a vehicle after a breakdown or an emergency roadside mechanical and electrical first aid service. In addition, completion of an emergency roadside mechanical and electrical first aid service cannot be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned.
- 3.4 If Auto Assured considers that a locksmith, body, glass or tyre specialist is needed, it will endeavor to arrange their help on the Member's behalf. Auto Assured, will not, however, pay for their services and the contract for repair will be between the Member and the repairer. Further, if use of a locksmith or other specialist would, in Auto Assured's opinion, mobilize the vehicle, no further service will be available for the breakdown in question. If, in such circumstances and in the reasonable opinion of Auto Assured, the vehicle concerned requires recovery to any such specialist in order to be mobilized and, in Auto Assured's view, to effect such recovery specialist lifting equipment (not normally carried by Auto Assured rescue teams) is required, Auto Assured will, at its own discretion, arrange the relevant recovery but at the Member's cost. The decision to undertake this is solely at Auto Assured's discretion.
- 3.5 If specialist lifting equipment (not normally carried by Auto Assured) is, in the view of Auto Assured, required to provide assistance when the Member's Vehicle has left the highway, is in a ditch, is standing on soft or muddy ground, sand or shingle or is stuck in water, or which has been immobilized by the removal of its wheels, Auto Assured will arrange recovery but at the Member's cost. Once the Member Vehicle has been recovered to a suitable location, normal Auto Assured Service will be provided in keeping with the membership entitlement.
- 3.6 Auto Assured is not under any obligation to transport or to arrange the transport of any animal or goods that it considers dangerous.
- 3.7 The Services do not include the following:
- 3.7.1 routine maintenance and running repairs, such as radios, interior light bulbs, heated rear windows; etc
- 3.7.2 the cost of spare parts, petrol, oil, keys or other materials, and garage or other labor required to repair your vehicle;
- 3.7.3 any costs or charges connected with the drainage or removal of fuel, lubricants or other fluids due to the introduction of an inappropriate fluid. It is the Member's responsibility to instruct the repairer as to the work required. Any contract of repair will be between the Member and the repairer;
- 3.7.4 Auto Assured does not offer the Member services to monitor or follow up repairs at a garage as a result of a vehicle breakdown or during normal service;
- 3.7.5 any additional charges resulting from the Member's failure to carry a legal and serviceable spare wheel(s) or tyre(s). Auto Assured will endeavor to arrange assistance from a third party on your behalf, but will not pay for the cost of the call-out or any repair;
- 3.7.6 having the Member Vehicle or vehicle part(s) stored or guarded in the Member's absence or on the Member's behalf;
- 3.7.7 any personal transportation costs except those indicated herein;
- 3.7.8 the provision of the Services to the Member Vehicle when it is on private property belonging to a third party – e.g. garage premises, unless the Member can establish to Auto Assured's satisfaction that the Member has the permission of the relevant owner or occupier;
- 3.7.9 the provision of the Services or cover to such number of persons as exceeds the number indicated in this cover or to anyone who was not, at such time traveling in the relevant Member Vehicle; and
- 3.7.10 any ferry or toll charges levied in relation to the Member Vehicle which is being towed, driven or recovered.
- 3.8 Following an accident, or otherwise, it is and remains the Member's responsibility to ensure that the Member properly complies with any requirements of the Member's Insurance Company in making a claim under the Member's insurance policy.
- 3.9 The Member acknowledges that part of or all of the Services may be provided by independent contractors not affiliated to Auto Assured.
- 3.10 While Auto Assured seeks to meet the service needs of Members and shall endeavour to provide prompt and efficient services at all times, its resources are finite and this may not always be possible. Auto Assured shall not be liable for service failures where Auto Assured is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside Auto Assured's reasonable control include (but are not limited to) traffic jams, Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any license or consent), fire, subsidence, explosion, flood, fog or other severe weather conditions, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.
- 3.11 Auto Assured shall not, in any event have any responsibility for any increased costs or expenses, for any loss of profit, business, contracts, revenue or anticipated savings or for any special, indirect or consequential losses incurred as a result of or in connection with any service or otherwise.
- 3.12 Auto Assured reserves the right at its own discretion to withhold the provision of any of the Services where:-
- 3.12.1 the Member is not with the Member Vehicle at the time of disablement, and/or is unable to be present at the time assistance arrives;
- 3.12.2 Auto Assured is requested to deal with the same or similar fault or cause of breakdown to that attended to in regard to the same vehicle within the preceding Twenty Eight (28) days. It is the Member's responsibility to make sure that emergency mechanical and electrical first aid carried out by Auto Assured is, where appropriate, followed as soon as possible by permanent repair;
- 3.12.3 the Member insults, physically abuses or otherwise threatens Auto Assured employees or agents or in the event of dishonesty or fraud by the Member or their agents;
- 3.12.4 the Member Vehicle was, immediately before breakdown, dangerous, over-loaded or unroadworthy;
- 3.12.5 the Member has falsely represented that he is entitled to a Service that he is not entitled to;
- 3.12.6 the Member owes Auto Assured money with respect to any Services, spare parts or other matters provided by Auto Assured or by a third party on Auto Assured's instruction;
- 3.12.7 a Member Vehicle requires the Services by reason of, or immediately following, participation in any racing, rallying, trials or time trials, auto test or other motor sports event;
- 3.12.8 the giving of the Services would involve a breach of the law;
- 3.12.9 there has been an unreasonable delay in reporting the accident, theft or breakdown; and/or
- 3.12.10 Auto Assured concludes that the Member is misusing the Services or is substituting proper maintenance with the Services or is deemed to be carelessly using the Member Vehicle thus leading to unnecessary and avoidable requests for service
- And the Member hereby acknowledges that the Services are not meant to be a substitute for proper maintenance of the Member Vehicle and that the Services are limited to situations where the Member is in genuine need of help and not for situations or incidents occasioned by carelessness, omissions or lack of proper maintenance of their vehicle.
- 3.13 Auto Assured shall have the right to cancel the Membership at any time:
- 3.13.1 where Auto Assured is or has been entitled to refuse service with respect to such Membership under clause 3.12 above; or
- 3.13.2 where the relevant permitted maximum call-outs for such Membership as set out in Clause 5 below (Service Control) have been reached or exceeded in any two consecutive membership years; or
- 3.13.3 if the Membership has been taken out by the individual/member where; (i) Auto Assured was or is entitled, under sub-clause 3.13.1 of this clause, to cancel an existing or previous membership under which that individual was entitled to the Services or (ii) such an existing or previous membership has, within the last two (2) years, been subject to the payment of further contributions for the Services or to the payment, or a request for payment, of an increased subscription as a result of high service use under Auto Assured's Service Control Policy; or
- 3.13.4 If any amounts due to Auto Assured including Membership Fees are not paid by the due date.
- In the event of such a cancellation of Membership Auto Assured will not refund to the Member any fees or other amounts received by Auto Assured. This cancellation, where deemed necessary, will be extended to any other vehicle(s) registered for membership with Auto Assured.
- 3.14 In consideration of Auto Assured providing the Services, the Member voluntarily and knowingly warrants and represents that:-
- 3.14.1 he shall release and indemnify Auto Assured from and against all risks, known and unknown, inherent in provision of the Services;
- 3.14.2 he shall completely release, acquit and forever release and discharge Auto Assured, its subsidiaries, its successors, personal representatives and assigns of and from any and all actions, claims, demands, obligations, causes of action, damages, costs, expenses, legal fees and compensation of any kind or nature whatsoever on account of or in any way arising out of, or which in the future may arise as a result of the provision of the Services or any damage caused thereby other than in the event of willful default or negligence of Auto Assured;
- 3.14.3 he shall indemnify and hold Auto Assured Limited forever harmless from any action, claim, demand, obligation, causes of action, damages, costs, loss of services, expenses, legal fees and compensation of any kind or nature whatsoever on account of or in any way arising out of, or which in the future may result from the provision of the Services or any damage caused thereby other than in the event of willful default or negligence of Auto Assured;
- 3.14.4 he has completely and fully read this contract and particularly the terms and conditions for provision of the Services and that he agrees to the terms and conditions; and
- 3.14.5 except as provided herein, the Member accepts and assumes the risks and legal responsibilities for any and all losses or damage, which may result from the provision of the Services.
- 3.15 Auto Assured reserves the right to vary, amend or replace all or any of these conditions at any time without prior notice. Auto Assured shall notify the Member of any changes made to these conditions as soon as is practicable but failure to make such notification shall not invalidate the changes
4. **Procedures for Eligibility for the Provision of the Services**
- 4.1 A Member shall be eligible for Services only while his Membership is effective and the Membership Fees are paid up to date and current.
- 4.2 The Member shall be required to place the Auto Assured membership sticker in a prominent and visible place on the back windscreen of the Member Vehicle and ensure that they carry their membership card with them.
- 4.3 The Member shall be required to store all the 24-Hour Rescue hotlines in their mobile phone.
- 4.4 The Member shall ensure that they inform all regular drivers of the Member Vehicles of these procedures.
- 4.5 The Member will not be assisted unless he calls Auto Assured on its specified hotlines as communicated to the Member from time to time.
- 4.6 The Member shall provide Auto Assured with a clear map to the Member's residence which he shall update if he changes residence. The Member shall be liable for all costs incurred by Auto Assured resulting from the dispatch of a rescue team to an incorrect address on the basis of the most current map supplied to Auto Assured.
- 4.7 The Member shall ensure that he has a valid insurance cover from which he shall obtain compensation for any losses, damage or injury and shall ensure that he complies with the terms and conditions thereof including without limitation payment of excess.
- 4.8 The Member shall ensure that his insurance cover will compensate him for any accident occurring while the Member Vehicle is being driven by, or under the control of Auto Assured's employees, servants or agents.
5. **Service Control**
- Service Control is designed to keep Membership affordable and to ensure that the Services are not abused by the Member.
- Whereas no limit has been placed by Auto Assured on the number of call-outs that can be made in any one subscription per year, Auto Assured reserves the right to place such limit on Members who abuse the Services. Auto Assured will notify in writing the Member found to be abusing the Services of the maximum number of call-outs that he/she can make in the year in question. Unless otherwise specified the maximum call-out limit which will apply in a full subscription year is 6.
- If the relevant annual call-out limit relating to the membership is approached, Auto Assured will write and point this out to the Member so that the Member has the opportunity to explain the high level of use of the service, before Auto Assured takes further action.
- If the call-out threshold is reached Auto Assured will be entitled at its discretion to:-
- 1) charge a further additional fee for each and every subsequent call-out;
 - 2) restrict the level of Road Rescue services available to the Member; and/or
 - 3) extend the call-out limit.
6. **Limitation of Liability for Provision of the Services**
- The Member recognizes and agrees that the potential losses which may be occasioned by any default or failure on the part of Auto Assured, its servants or agents in performing any acts or services or taking any particular precaution, whether or not resulting in a breach of contract or negligence have not been factored. Accordingly:-
- 6.1 Neither Auto Assured nor its subsidiaries, its employees or agents shall be liable for any negligence, wrongful act, or omission of any other person who provides direct or indirect services to the Member.
- 6.2 Whereas Auto Assured shall exercise every reasonable care in carrying out its activities, no liability whatsoever shall attach to Auto Assured for any accident, damage or loss to the Member or the Member Vehicle and/or property as a result of any service rendered to the Member.
- 6.3 Where the Member purchases the membership from a third party, whether an authorized agent of Auto Assured or otherwise, Auto Assured shall not be liable for any losses resulting from any act or omission of such third party.
- 6.4 The Member confirms that any exclusion of liability hereunder is reasonable in all respects.
- 6.5 The duty of Auto Assured shall be limited to providing the Services as herein contained in accordance with all the terms and conditions herein contained and shall assume no other liability whatsoever.