

Rescue.co Membership Terms and Conditions

We know that terms & conditions can often be confusing, so just like our services - we've tried to make ours easy to use and understand. By calling our dispatch centre or messaging rescue.co dispatch services via chat, WhatsApp, or SMS, regardless of your Membership or Customer status, you agree to these terms and conditions.

About

The following Terms and Conditions apply to rescue.co's Membership, which is provided by Rescue Connect Ltd (hereinafter known as rescue.co). These Terms and Conditions shall include the Rescue.co standard operation protocols for service as regularly updated by rescue.co.

Eligibility

Here are the situations in which you can access rescue.co services:

1. If you're a Member subscribed to or included in a contract for one of the services provided by us.
2. Your membership or contract subscription is valid and has not expired.
3. Anybody who calls for assistance during an ongoing emergency, who is either a Member or Customer who agrees to pay premium one-off fees for rescue.co and rescue.co affiliated partner services, where services are not already included in a valid Membership.
4. Members are eligible for services based on their subscribed package, including ground ambulance and roadside assistance

The cover is invalid if you Travel against the advice of a medical practitioner. You should seek advice if you are in any doubt.

Scope of Cover

Ground ambulance and roadside assistance services are provided as outlined in your selected membership package.

Rescue.co will provide you with air medical transport, ground medical transport, under medical supervision if deemed necessary, to the nearest Hospital Unit. Rescue.co will provide air evacuation using appropriate means (scheduled/chartered airlines, air ambulance). Road rescue services will be provided in the event of breakdown incidents or road-related security incidents.

Rescue.co will intervene in case of a Medical Condition, Accident, or Incident, 24 hours a day and 7 days a week to provide the necessary assistance and services.

All medical transport decisions rest with rescue.co. Evacuation applies solely to the injured/afflicted member, excluding friends or family, unless covered under a policy with [rescue.co](#). The request and details for evacuation need to take place before the evacuation for our review and approval. Members must contact rescue.co directly to initiate the emergency response process.

All air evacuations will exclusively transport you to a Hospital Unit and not any other location. We will also assist with the admission processes at the selected Hospital Unit.

If towing services are requested, it is the member's responsibility to indicate the relevant repair point in accordance with their insurer's requirements. Rescue may be able to suggest a repair point, but does not bear responsibility for services rendered by 3rd parties. Towing services are subject to availability and may be postponed until daytime hours if no tow truck is available or if the designated repair point is closed.

It is your responsibility to provide vehicle transporters with the instructions included in your owner's manual for correct transport of your vehicle.

A towing intervention covers the loading, transportation, and unloading of the vehicle to the agreed destination. In accident recoveries, a single callout may include a short stop at the nearest police station for the police abstract process. If the stop exceeds 30 minutes, an additional callout charge will apply.

If you are evacuated (via ground or air) and refuse to be taken to a Hospital Unit, or if you are transported and no treatment is administered (indicating the absence of a genuine emergency), rescue.co reserves the right to bill you for the full cost of the evacuation. This includes, but is not limited to, aircraft charter, medical crew, and logistical costs incurred in deploying the service. The determination of whether the evacuation was warranted as an emergency lies solely with rescue.co and its designated medical personnel.

Geographic Scope

You can only receive rescue.co services that you're eligible for within the Geographic Scope of Cover, depending on the cover you signed up for. We cannot assure you of services beyond the Geographic Scope of Cover or in areas where service provision is impossible, reasonably impractical, or unsafe, including, without limitation, geographical remoteness, war (whether declared or undeclared), civil or other hostilities, or political unrest.

Payment of Membership Fee

1. Only Memberships that have been paid for in full will receive rescue.co services.
2. In case you exhaust the callouts or service limits you have during your membership or need services that fall under the Exceptions below, you will have to pay for the services in advance.
3. The Membership Fee, once paid, is not refundable.
4. You cannot transfer Membership.
5. If you have any outstanding or unpaid invoices on your account, rescue.co reserves the right to suspend your Membership and withhold services until such amounts are fully settled. Continued failure to make payment may result in termination of Membership without refund.

Program Limitations

1. Members are entitled to the specific cover they sign up for and are not eligible for services beyond their subscribed package
2. The roadside rescue and assistance membership has a maximum of four (4) callouts per member
3. In case of towing services being provided the maximum distance covered is 600KM total for all 4 callouts (at 150km max per tow)
4. If the towing distance exceeds the covered limit or the number of allowed callouts, the additional cost will be billed to the Customer. For distances surpassing the stated caps, an additional charge of 250 KES per KM will apply.
5. Services provided under this Program come into effect **forty-eight (48) hours** after completion of the Membership Submission and payment of the Membership Fee
6. For road rescue assistance, it is imperative that it pertains to a privately owned vehicle and that the member is present at the scene
7. Security interventions are strictly confined to road-related incidents
8. A callout refers to the dispatch of a single emergency unit (tow truck, ambulance, or security team), if multiple units are required for one incident, each will be counted as a callout
9. Air evacuation membership has a maximum limit of USD 50,000 for Kenya only or South Africa only covers or USD 100,000 for Southern Africa, East Africa, and Africa covers per member within the Term (30 days) of coverage in the Geographic Scope of Cover.

Exceptions

1. More than the designated number of interventions or maximum expenditure per Member per Term (30 days) under each package during the Term.
2. Any vehicles that weigh more than 4 tonnes
3. Any cost or expense that is not covered by the relevant Membership package and not approved in advance and in writing by rescue.co, and/or not arranged by rescue.co. This includes material cost for roadside assistance (e.g. Fuel, Tires, Parts & Tools)
4. Towing over 600 kilometers / 150 kilometers per tow will be billed to the member for the additional kilometers
5. Any event occurring outside of the Geographic Scope of Cover.
6. Any events prior to your subscription or occurring after its term.
7. Expenses incurred due to a deterioration in a medical condition that was previously declined for care by Rescue.co.
8. Any expense incurred as a result of the Member engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, the act of a foreign enemy, hostilities, terrorist, counter-terrorism, civil war, rebellion, riot, revolution, or insurrection.
9. Non-emergency cases are not covered within our services.
10. Any expense related to injuries due to incidents involving the carrying aircraft.
11. Transportation costs of deceased persons' bodies (unless pre-approved while alive).
12. Any claims arising from:
 - a. Pre-existing conditions, if the Member Travels against the advice of a duly qualified and licensed medical practitioner, or where the possibility of a recurrence of said illness is likely, unless agreed upon in advance with Rescue.co. However, this does not apply if the covered individual (under an annual policy) remains at their location without undertaking any Travel.

- b. Any Travel after a terminal prognosis has been made.
 - c. Any condition that has already been the subject of a claim within the last 12 months.
 - d. Any circumstances which could reasonably have been foreseen as likely to give rise to a claim by the Member at the commencement of the policy or when the Travel was booked (whichever is later).
- 13. No authorization will be provided post-evacuations. All requests and authorizations must take place before the evacuation for review and approval by rescue.co.
- 14. rescue.co will not reimburse service providers for cases we were not aware of or did not authorize. Authorization must be obtained in advance from rescue.co for any services rendered.
- 15. Any inpatient medical costs.
- 16. Evacuation related to willful involvement in war, political violence, civil unrest, or criminal activities.
- 17. Events due to terrorism, mutinies, riots, sabotage, or force majeure preventing assistance.
- 18. Participation in criminal, tortious acts, or illegal activities.
- 19. Evacuation from contamination sources (chemical, biological, nuclear).

We will always attempt to assist Members on a fee-for-service basis for Interventions falling under these Exceptions as long as the Member agrees to pay the applicable fees.

Cancellation or No-Show of Member

If you call upon rescue.co for response to an emergency, and you are not found on the scene or decide not to be evacuated or assisted, this will be counted as an intervention and charged accordingly.

General Provisions

Indemnification

The Member agrees to compensate, defend, and hold rescue.co, its subsidiaries, and affiliates, and their respective directors, officers, and employees harmless from and against any and all claims, suits, actions, proceedings, or liabilities of any kind, including reasonable attorney's fees and expenses, arising out of your wrongful conduct, omission or fault.

Force Majeure

Rescue.co shall not be liable for failure to provide services and/or delays caused by acts of God, strikes, or conditions beyond its control, including but not limited to, road conditions or disruption of services by local laws, regulators, or regulatory agencies. rescue.co shall notify you of any circumstance likely to cause service disruption as soon as possible.

Aeromedical evacuations require clearances from civil aviation authorities and operational considerations at the time of flight request/confirmation.

Conduct of Others

To the fullest extent permitted by the law, rescue.co will not be responsible for any loss resulting from any advice given, services provided, or any acts or omissions of any service provider, including providers of medical services, security, towing services, information services and transportation and logistics services, and any medical facilities which are referred by rescue.co unless such loss is caused by rescue.co's negligent acts or omissions, or willful misconduct always provided that the liability of rescue.co shall not exceed the membership subscription fees paid under these Terms and Conditions.

Consequential Damages

rescue.co shall not be liable for any incidental, special, consequential, or indirect loss, damages, costs, charges, fees, or expenses, including, without limitation, loss of profits, loss of income, loss of business, or loss of use.

Rescue.co is not liable for any vehicle damage incurred during service, even if the vehicle is not owned by the member. However, we will investigate claims of negligence related to improper handling.

Time Limitations

Any and all legal actions and claims that come up under this Program shall be barred unless written notice is received by rescue.co within one (1) year of the date of the event that caused the action or claim.

Other Limitations

The services are compiled from sources that rescue.co considers to be reliable or are expressions of opinion from its emergency service providers. Rescue.co has made reasonable commercial efforts to ensure the accuracy of the information based on reasonable judgment of circumstances at the time.

These Terms and Conditions are between you, the Member, and rescue.co. They do not involve or imply any third parties are involved or have rights to rescue.co services.

Fraudulent Statement

Any fraud, misstatement, or concealing of information - in any communications with our dispatch centre staff or our affiliated partners, during the signup or subscription process, or during an emergency - by the Member, Customer, or any persons receiving services from rescue.co dispatch or one of our service provider partners will render the Program null and void. You will not have access to any benefits and services and will be liable for any damage or harm incurred during the service or interaction with rescue.co or any rescue.co affiliated partner.

Members must ensure their membership and services are not misused by unauthorized individuals. If Rescue.co determines that a service request was fraudulent or made by an unauthorized person, we reserve the right to deny service, terminate the membership without refund, and seek reimbursement for any costs incurred.

Authorization

Rescue.co may require you and/or your immediate family to use written authorization and releases prior to providing services.

Third-Party Acts (Subrogation)

rescue.co has every right to bring a claim against a third party that caused rescue.co to provide Rescue.co services.

Amendment

rescue.co can change these Terms and Conditions at any time and will provide written notice. The change will apply 7 days from the date of the written notice.

Relationship

The relationship shall be that of an independent contractor, not a relationship of employment, partnership, or joint venture, between you, the Member, and rescue.co. Neither the Member nor rescue.co can act on behalf of the other.

The Membership is not a contract of insurance nor is a rescue.co a fiduciary services provider or any other type of health plan, insurance administrator or financial services provider, or agent of such.

Dispute Resolution

Any dispute, controversy, or claim arising out of or in connection to this Agreement, or breach, termination, or invalidity thereof shall be settled by arbitration in accordance with the Nairobi Centre for International Arbitration Rules. The costs of arbitration (including fees and expenses of the arbitrators) shall be shared equally between Rescue.co and the Customer. Disputes, if any, should be resolved as follows: (Step 1) By senior management of the Company and the Member/Customer; (Step 2) Failing Step 1, by an arbitrator or arbitration panel agreed on by both parties or as specified in these terms and conditions; (Step 3) Failing Step 2, by a court of competent jurisdiction in the Republic of Kenya.

Subrogation

If an individual member has insurance coverage under another travel cover, we retain the right to subrogation/demand for contribution against such insurers in case of loss/claim.

Governing Law

This Agreement shall be governed in all respects by Kenyan law.

Notice

All notices shall be given to rescue.co or the Member at the addresses in these terms and conditions. Digital and soft copy notices and signatures are acceptable.

Medical Confidentiality and Data Protection

Rescue.co shall treat all details of personal medical records obtained through the performance of the emergency response service with strict confidentiality. We shall store and transfer such data in accordance with applicable laws and our privacy policy, a copy of which can be found at rescue.co/privacy. You may only receive such personal medical records in accordance with all applicable data protection and privacy laws and similarly agree to handle such information in accordance with applicable data protection and privacy laws. You have the right to access any of your personal data and medical records by written consent to the email in this document. Unless there is a legitimate and legal reason for retaining call transcripts or service records, communication transcripts, or information, you have the right to request the complete deletion of your personal and medical records. There will be no right of access to personal medical records by external parties unless there is a reasonable and legitimate requirement to do so to prevent harm during an ongoing emergency or with the member's explicit

written consent, or by a court order. In relation to data protection, we shall process and transfer the members' personal data in accordance with the relevant legislation, and we shall comply with the rights of the individuals to whom the provision of the emergency response services relates.

Anti-Bribery, Anti-Corruption, and Anti-Money Laundering:

The Subscriber confirms, represents, and warrants compliance with all applicable laws and statutes relating to anti-bribery, anti-corruption, and anti-money laundering in Kenya. Monies payable under this policy are not from any proceeds of crime. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this restriction. In carrying out their respective responsibilities under this policy, the Parties represent and warrant that neither Party nor any of its employees, agents, or partners shall pay, offer, or promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to any government official or employee, or any party or candidate for political office to influence any act or decision of such officials or the government. Breach of these representations and warranties shall be grounds for the immediate termination of this policy.

Communication consent

By signing up for a rescue.co Membership on the rescue.co website, in person, over the phone, through one of our integrated partner applications, or by requesting rescue.co emergency services as a Customer, you consent to receive - via email, WhatsApp, and SMS to the email and phone numbers that you share with rescue.co - authorization tokens, membership and payment-related communications (e.g., payment failure, membership renewal notifications), and emergency communications occurring during, or in regard to, an ongoing or recently serviced medical or roadside emergency. We will never share your contact information externally or send unsolicited communications unrelated to membership services, payment processing, login assistance, and those related to an ongoing or recently serviced emergency. By calling any of the rescue.co emergency dispatch hotlines, you consent to be recorded for the purposes of quality control monitoring, emergency record keeping, and service improvement.

Definitions

Accident: any sudden, involuntary, and unpredictable external event occurring to the member, resulting in a Medical Condition.

Close relative: spouse, ascendants, and descendants in the first degree, brother or sister of the member, whose relationship can be proven by an administrative certificate.

East Africa: The coverage in East Africa extends to the following countries: Tanzania, Kenya, Rwanda, and Uganda.

Africa: The coverage in Africa extends to all countries within the African continent except Sudan and Somalia.

Southern Africa: The coverage in Southern Africa extends to the following countries - South Africa, Botswana, Namibia, Zambia, Zimbabwe, and Mozambique.

Geographic Scope of Cover: The geographic area you are covered within, depending on the cover you signed up for, either Kenya only, East Africa, Africa, South Africa only, or Southern Africa as defined above.

Hospital Unit: The care structure is adapted to every health case and is defined by regulatory physicians or the treating physicians.

Incident: occurrence of the event requiring the provision of services under this contract.

Medical Condition: any sudden, serious, unforeseen medical condition, illness, disease, or injury which, if left untreated, would result in a serious deterioration of health or could be reasonably expected to result in loss of life or limb or significant impairment to bodily function or permanent dysfunction of a body part.

Member means the person or persons designated as Members on the Membership Submission.

Membership Fees mean the fee for subscription to the Membership.

Membership Submission means all information provided by the Member(s) during enrollment and renewal of the Membership.

Customer means any member, subscriber, or person intending to or attempting to subscribe to rescue.co services, any persons who have requested or benefited from rescue.co paid services, including but not limited to a membership subscription, service contracts, event standby contracts, or one-off emergency response services conducted by rescue.co or any of our affiliated partners. It includes anybody who calls rescue.co dispatch to request emergency assistance or services.

Non-emergency cases, in the context of this policy, refer to situations that are not urgent or life-threatening. These are scenarios where immediate medical or rescue attention is not required, and the situation does not pose an immediate risk to your health or safety. In these cases, the need for assistance is less critical than in emergencies like accidents, severe injuries, or life-threatening medical conditions. Our services under this policy focus on providing help during genuine emergencies where swift action is necessary to prevent harm or ensure your well-being.

Privacy Policy means the policy which describes how rescue.co collects, uses, stores, and discloses information which may be provided to rescue.co by a Member or other party, a copy of which can be found at rescue.co/privacy.

Term means the term specified in the Membership Submission. This is 30 days of coverage for the tourist covers.

Travel refers to the act of journeying from one place to another, typically involving a change of location for a temporary period.

Rescue Connect Limited

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