

EMERGENCY ROADSIDE ASSISTANCE AND CAR REPLACEMENT SERVICES

GEMS shall provide Car Replacement Services and Roadside Assistance Services (as hereinafter defined), to the members under the terms of this Agreement.

SECTION - 1

Vehicle Replacement Service (Following Road Traffic Accident)

In the event of a Road Traffic Accident to the Registered Member's Enrolled Vehicle, as certified in written form by the repairer and Police Report, GEMS will provide the member with a Replacement Car at GEMS' option from a Rent A Car Company, only after the repair works start, and for the period stated in the Membership Services Program.

For the Replacement Car Cover, in addition to a Traffic Police Report Or police report only, a written confirmation by the repairer has to be produced showing the repair period.

The Registered Member will be subject and responsible to all hiring terms and conditions applied by the Rent a Car Company chosen by GEMS

CONDITIONS

1. A Replacement car will be provided in the event of an accident occurring during the validity period of Membership.
2. In the event of an accident that would compel the Registered Member's Enrolled vehicle to remain in a Repair Garage for more than 48 hours (excluding Fridays), to be confirmed by the Repairer, the Registered Member will be entitled to a replacement vehicle for the repair period stated in the survey report up to a maximum number of days applicable as per the Membership Service Agreement
3. Cost of petrol will be met by the Beneficiary.

4. Damages produced to the Registered Member's Enrolled Vehicle by unknown third parties: like scratches, minor damages, etc. or those that does not include a third party such as hitting pavement, signs, walls or any object, etc. will not be covered, and no replacement car will be granted.
5. Repairs not causing the vehicle to remain stranded such as overhauling, maintenance services or defect repairs which should not prevent the Registered Member's Enrolled vehicle from continuing the journey under minimum required security constraints will not be taken into consideration.
6. The repair period of the Registered Member's Enrolled vehicle shall be determined previously to the delivery of Replacement car by receiving the traffic report of the Registered Member's Enrolled vehicle and the report of the Insurance Company / Authorized Repairers explaining the condition of the Registered Member's Enrolled vehicle
7. The use of a replacement car shall be provided only for a maximum of two (2) accidents in anyone (1)-year period.
8. The Replacement car must be returned earlier if the repair works are completed within a period shorter than estimated. Any additional cost associated with delay in returning the replacement car will be borne by the Registered Member/ Beneficiary.
9. Should the client request for a driver, the driver's fee shall be paid by the Beneficiary.
10. Gems Shall render the service of providing a replacement car only to the extent that rent-a-car companies in the area can provide the appropriate vehicle.
11. In case the Beneficiary is provided with a replacement car he/she may deliver the replacement car back to the office of the rent-a-car company.
12. If the Registered Member/ Beneficiary uses the replacement car longer than the period of repair or maximum number of days set forth in this Service Package Agreement, the costs incurred for the exceeding days will be paid by the Registered Member/ Beneficiary and shall be directly collected from him/her by the rent-a-car company.
13. The service of providing a replacement car shall be given within the Kingdom Of Bahrain
14. At the moment of the rental, a credit card or cash could be asked as a compulsory deposit for the rental period. Special restrictive conditions are applied by the Rent A Car Companies to clients under the age of 25 years such as a higher deposit and any other conditions imposed by the Rent a car company. The compulsory deposit amount may be increased according to Rent A Car Companies terms and conditions.
15. The Registered Member's Enrolled vehicle must be fully covered by a valid and effective Comprehensive Motor Insurance at the time of accident and at the time of any service obtained on this Service Package Agreement.

16. GEMS will coordinate with the repairer on the necessary repair period and provide the car replacement services as applicable. The repair period must correspond to the real repair time which does not include the waiting time and the spare parts shortage delays. GEMS will have the final decision about the number of days GEMS will cover independently from the repair period stated in the garage report.
17. A condition for being provided a Replacement Car is that the Registered Member/ Beneficiary makes available a Credit Card. A blank credit card slip or a mail order form will be taken for covering the expenses not guaranteed in the period of time that Replacement Car is in possession of the Registered Member/ Beneficiary:
 - a. Traffic fines;
 - b. Possible damages and losses to the car;
 - c. Losses arising from faulty acts in the usage of Replacement Car.
 - d. Additional days non covered.

Slip or mail order form will be returned as soon as the vehicle is delivered back and checked.

18. **Membership Usage and Validity:** CAR Replacement program for all Registered Members / Beneficiary is valid for 12 months from the date of membership enrollment.
19. In case of GEMS being unable to provide a Replacement Car because of a shortage in the market or any other reason beyond its control, GEMS will offer a cash benefit of an amount BD 7 per day for the repair period stated in the Insurance Company Survey report up to a maximum number of days applicable as per the Membership Services Program. The cash benefit will not be given at the Registered Member's discretion; it will be given only in case of GEMS not being able to provide a Replacement Car.
20. Door to door services – Drop Off or Pick up (Additional BD 5/-)
21. Drop off to airport 2 times a year IF COVERED (Requires 48 hours booking in advance).

GEOGRAPHICAL COVERAGE

Within Kingdom of Bahrain

SECTION -2

ROADSIDE ASSISTANCE SERVICES

ROADSIDE ASSISTANCE SERVICES

- On-Site Repair of the Vehicle
- Towing of the vehicle
- Removal of the vehicle
- Flat Tyre Fixing
- Fuel Delivery service.
- Battery Boost service.
- Lock-Out service
- Transport of the Repaired/Recovered vehicle

Description of Services.

1. **On-Site Repair of the Vehicle:** In the event of the immobilization of the Registered Member's enrolled vehicle with GEMS due to mechanical or electrical breakdown and as long as said problem can be repaired in the place of the immobilization within a maximum time period of thirty minutes, GEMS will proceed with the repair of the breakdown, paying for the labor expenses of a mechanic to the place where the incident has occurred to be on their account.

Neither the supply of parts or replacement elements, nor materials in general are included in this coverage. The assistance will be provided in parking lots, city streets, motorways, national, regional and local roads, as long as the vehicle cannot be transferred on its own to the nearest repair shop.

2. **Towing of the vehicle:** In the event of a breakdown or road traffic accident of the vehicle were to be unable to move by its own, GEMS will arrange to tow or transport the vehicle to the dealer's garage or to the nearest garage of the customer's choice anywhere across Kingdom of Bahrain.

3. **Removal of the vehicle:** If there is a mechanical breakdown or any failure where in the vehicle is stuck and the journey cannot be continued, GEMS will tow the vehicle to the dealer's garage or to the nearest garage of the customer's choice anywhere across Kingdom of Bahrain.

4. **Flat Tyre Service:** GEMS will change the flat tyre with a spare tyre. If no spare tyre is available, GEMS will tow the vehicle to the dealer's garage or a nearest garage across Kingdom of Bahrain.

5. **Fuel Delivery Service:** If the Registered Member's enrolled vehicle runs out of fuel, GEMS will ensure that enough fuel reaches the location of distress, so that he can get to the nearest service station, the cost of the fuel will be paid by the customer.

6. **Battery Boost Service:** if the vehicle does not start due to the battery being discharges, GEMS will take the care of the recharging it or jump start the vehicle, using the technician approved by GEMS.

7. **Lock Out Services:** In the event that the Registered vehicle's key is locked inside the Registered Member's enrolled vehicle, GEMS will provide assistance to unlock the Registered Member's enrolled vehicle.

8. Transport of the Repaired or Recovered Vehicle: If the repair of the Registered Member's enrolled vehicle requires a time of repair longer than 72 hours or in the case of theft, the vehicle were recovered after the client has left the place of incident, GEMS will bear the cost of the transport of the Registered Member's enrolled vehicle to the place of residence of the Registered Member; or the travelling expense of the Registered Member or the person empowered by them to the place where the vehicle has been recovered or repaired, if they were to choose to bear the responsibility for transferring the vehicle. GEMS will not provide the benefit when the cost of the repair of the vehicle exceeds its market value.

9. Geographical Coverage: All towing services within Kingdom of Bahrain excluding off-road services/locations.

10. Membership Usage and Validity: Roadside Assistance program for all Registered Members is valid for 12 months from the date of membership enrollment and limited to three (3) services per membership year.

11. Response Time: Response time is a maximum of 45 - 60 minutes within city limits. On Highways or out of city limits, the response time would depend upon the distance, road conditions in that area, weather and all other unavoidable circumstances, which are out of human control.

12. The roadside assistance services are restricted to providing services from the accident / breakdown spot to the garage and will not be provided from one garage or its vicinity to another garage.

EXCLUSIONS FROM SERVICE

General Exclusion

(1) GEMS will not be liable to provide any assistance which arises directly or indirectly from:

- (a) Fraudulent acts by any Beneficiary or any other person seeking to Claim pursuant to this Agreement.
- (b) Consequential loss of any kind (except as provided in this Program wordings).
- (c) Extraordinary phenomena such as floods, earthquakes, volcanic eruptions, unusual cyclonic storms, falling astral bodies or meteorites, except sand and hail storm.
- (d) Terrorism mutinies or riots.
- (e) Actions by the armed forces or security forces or organizations.
- (f) Nuclear radioactivity.
- (g) The driver of the Registered member's enrolled Vehicle:
 - Being under the influence of drugs, toxic or narcotic substances, or where his/her blood-alcohol level exceeds that permitted by the laws in the country where the vehicle is being used.
 - Not having a driving license corresponding to the class of the vehicle.
 - The contravention of regulations relating to the carriage of persons animals or objects in the vehicle which were in whole or part a cause of the Accident or event giving rise to the Claim.

- (h) Fuel mineral essences or other flammable explosive or toxic materials transported in the vehicle.
- (i) The participation by any Beneficiary:
 - Competitions, rallies or trials.
 - Criminal conduct.
 - Wagers or challenges.
 - From the practice of the motor sports or activities.
- j) The deliberate act of the Beneficiary.

(2) GEMS will not be liable for the cost of:

- (a) Any repairs to the vehicle.
- (b) Any assistance arranged by or on behalf of the Beneficiary, without the prior authorization of GEMS.
- (c) Telephone calls and any other additional expenses,

HOW TO REQUEST ASSISTANCE?

The Registered member/ Beneficiary should contact Gems seeking the Covered Benefits and Services and avoid reimbursement procedures.

Since the appearance of an event that could be included in any of the Services described above, the Registered member/ Beneficiary or any person acting in his place will necessarily contact, in the shortest possible time, in every case, the Call Center (24 Hrs/7 days) mentioned below, which will be available to help any person.

In the event of any services covered under the membership, the liability of GEMS shall be conditional on the Beneficiary claiming the benefit having complied with and continuing to comply with the terms of this Services Program.

If a Benefit Covered by the Membership or assistance is needed, the Registered member's/ Beneficiary shall:

- 1) Take all reasonable precautions to minimize the loss.
- 2) Make "NO" admission of liability or offer promise or payment of any kind.
- 3) As soon as possible contact GEMS to notify the incident stating the Benefits required, and provide all relevant information:

Contact Number (24 Hrs all days): 00973 80044367

motorassist@gemstpa.com