

# **Fuel Assist Service**

Terms & Conditions Booklet

October 2019

**Important information: Please read and retain**

**AA**

## General assistance terms and conditions

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These terms and conditions apply to all customers when taking “assistance” services from us including Misfuelling Services (as defined in its individual assistance terms below) and together with the individual assistance service terms that also apply form the **‘Terms and Conditions’**.

### 1 Definitions

1.1 Some common terms are used to make these terms and conditions easier to understand. Wherever the following words or phrases appear they will always have the meaning set out below.

**‘AA’, ‘our’, ‘we’ and ‘us’** means Automobile Association Developments Limited whose registered office is at Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA with company registration number 01878835 and VAT number: 188031110;

**‘AA Group’** means the AA and any holding company or subsidiary company within the AA group of companies;

**‘AA Member’** means a customer of the AA who holds a current Breakdown Assistance Contract;

**‘Breakdown Assistance Contract’** means any agreement under which AA Members are entitled to request breakdown assistance services in respect of the Vehicle;

**‘Fee’** means the sum that You pay us for the Service including Value Added Tax, and any other applicable charges payable from time to time, and, if applicable, any call out charge;

**‘Service’** means a “assistance” services from us including Key Assist, Misfuelling or Battery Assist Services;

**‘Vehicle’** means the vehicle that You request the Service for; and

**‘You’ and ‘Your’** means the person who requests the Service.

1.2 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of their contents.

### 2 General terms and conditions

2.1 The Fee must be paid by debit or credit card. Unless we agree otherwise, the Fee must be paid at the point of booking the Service. We may preauthorise Your card prior to commencement of the Service. We reserve the right to refuse service should this preauthorisation not be given.

2.2 These Terms and Conditions are separate from terms and conditions contained in your Breakdown Assistance Contract, which continue to apply to any services provided under that agreement (where applicable to You).

2.3 The Service may either be provided by the AA or an AA-approved partner.

2.4 Where You are not the owner of the Vehicle:

- 2.4.1 by instructing us to carry out the Service in relation to the Vehicle You warrant to us that You are authorised by the owner and registered keeper of the Vehicle to do so; and
- 2.4.2 You agree to hold us harmless and make good any losses, costs or damages which we incur as a result of any claims against us by the owner or registered keeper of the Vehicle alleging that, or resulting from the fact that:
  - 2.4.2.1 You were not authorised to instruct us to provide the Service; and/or
  - 2.4.2.2 that the provision by us of the Service under Your direction affected or negated any rights that the owner or registered keeper of the Vehicle had or might have otherwise had against You or any third party (including, but not limited to, under any warrant or insurance).

### **3 Right to refuse service**

- 3.1 The AA has the right, at any time, to refuse to provide or arrange service of whatever nature where it reasonably considers that:
  - 3.1.1 You or anyone accompanying You, behaves or has behaved in a threatening or abusive manner to AA Group employees, patrols or agents, or to any third party contractor;
  - 3.1.2 You have falsely represented that You are entitled to AA Group services that You are not entitled to;
  - 3.1.3 You have assisted another person in accessing AA Group services to which they are not entitled;
  - 3.1.4 You owe the AA Group money or we reasonably believe that You have no ability to pay with respect to any services, spare parts or other matters provided or to be provided by the AA Group or by a third party on the AA's instruction;
  - 3.1.5 the circumstances surrounding the Vehicle, for example its location, are such that provision of the Service would involve any breach of the law or there is a reasonably foreseeable health and safety risk to an AA employee or agent, or a third party providing the Service or where there is the potential for harm or damage to the environment;
  - 3.1.6 the Vehicle is in a dangerous, over-laden or un-roadworthy condition; or
  - 3.1.7 You are not the owner of the Vehicle and You have not, in our opinion, provided sufficient evidence that You are authorised to allow us to effect entry into the Vehicle.
- 3.2 Without restricting the generality of the AA's rights under this provision, please note that for a UK registered vehicle to be used on, or to be recovered with its wheels in contact with, the public highway, it must have been subject to any relevant exemption that may apply: (i) a current excise licence (that is, up to date vehicle tax); (ii) a current MOT test certificate; and (iii) have in force valid motor insurance to the minimum level required under UK law. Unless we are reasonably satisfied that the Vehicle is exempt from such requirements, we reserve the right to refuse to provide the Service.
- 3.3 Where You are an AA Member and are claiming entitlement to a local tow under Your Breakdown Assistance Contract and You cannot produce valid identification and the AA is unable to verify that the appropriate entitlement to a tow is held, the AA reserves the right to refuse a local tow.

## **4 Matters outside of the AA's reasonable control**

- 4.1 While the AA seeks to meet the service needs of its customers at all times, its resources are finite and this may not always be possible. We will try to complete the Service within the time estimates given to You. We will do our best to inform You of any delay.
- 4.2 The AA shall not be liable for Service failures where the AA is faced with circumstances outside its reasonable control, including (but are not limited to) acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or subcontractors, theft, malicious damage, strike, lock out or industrial action of any kind.
- 4.3 Where our provision of the Services to You is delayed by an event outside our control then we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
- 4.4 If weather conditions mean that either:
- 4.4.1 it is not safe for the Service technician to complete the Service; or
  - 4.4.2 the Service could not reasonably be carried out to the required standards,
- then the AA reserves the right to rearrange an appointment. In these situations, You will be given as much notice as reasonably possible.

## **5 Liability**

- 5.1 The AA shall not be liable for any loss or damage suffered or caused by You or any third party arising from the provision by us of the Service where such loss or damage are: (i) not foreseeable at the time of Your purchase of the Service; or (ii) not a direct result of a breach of a legal duty of care owed by us; or (iii) not a direct result of a breach by us of these Terms and Conditions. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and You knew it might happen, for example, if You discussed it with us during the sales process.
- 5.2 The AA's total liability to You shall be limited to £15,000 for any one incident or series of related incidents.
- 5.3 We only supply the Services for domestic and private use.
- 5.4 The AA will have no liability to You for any loss of profit, loss of business, business interruption, loss of business opportunity, or loss of Your time.
- 5.5 Nothing in these Terms and Conditions will reduce Your statutory rights or shall exclude or restrict the AA's liability for negligence resulting in death or personal injury, or any other liability which cannot be lawfully excluded or restricted.

## **6 Use of personal information**

- 6.1 We are a data controller of your personal data. We use your personal data for purposes including the following:
- 6.1.1 to identify You when You phone us;
  - 6.1.2 to help us detect fraud or loss;

- 6.1.3 to write, phone or email You with information about other services and products we and our partners offer. We will not contact You in this way if You have previously told us not to do so;
  - 6.1.4 to manage products and services relating to the product or service;
  - 6.1.5 to develop new products and services;
  - 6.1.6 to review and improve current products and services;
  - 6.1.7 to comply with legal and regulatory obligations, requirements and guidance; and
  - 6.1.8 to provide insight and analysis of our customers both for ourselves and for the benefit of business partners.
- 6.2 Without restriction on any other rights of disclosure we may have, we reserve the right to provide details of Services to:
- 6.2.1 You;
  - 6.2.2 the owner and/or registered keeper of the Vehicle (if not You);
  - 6.2.3 the relevant AA member (if not You);
  - 6.2.4 the manufacturer of the Vehicle, where the Breakdown Assistance Contract has been provided by that manufacturer; and
  - 6.2.5 the police.
- 6.3 Our full privacy notice is available at - <https://www.theaa.com/privacy-notice>. This also details your rights and choices.

## **7 Third party rights**

- 7.1 If we do not insist immediately that You do something that You are required to do under these Terms and Conditions, or if we delay in taking steps against You in respect of something you were obliged to do, it will not mean that You do not have to do those things and it will not prevent us taking steps against You at a later date.
- 7.2 This contract is between You and us. No other person shall have any rights to enforce any of its terms except the companies in the AA Group.

## **8 Governing law and jurisdiction**

- 8.1 These Terms and Conditions are governed by the laws of England and Wales. Either party can bring legal proceedings in the English courts. If You live in Scotland, You can bring legal proceedings in either the Scottish or the English courts. If You live in Northern Ireland You can bring legal proceedings in either the Northern Irish or the English courts.

## **9 Complaints**

We welcome Your comments, compliments and complaints as they give us the opportunity to put things right and to improve AA service.

Phone or text (via Next Generation Text Service) on: 0344 209 0556 or 0161 333 5910.

Write to us at:

Member Relations,  
The AA,  
Lambert House,  
Stockport Road,  
Cheadle, Cheshire,  
SK8 2DY.

Email us at: [customersupport@theaa.com](mailto:customersupport@theaa.com)

## Misfuelling specific terms and conditions

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These are our terms and conditions specific to our Misfuelling Service. Together with the Terms and Conditions, they apply to all customers who utilise our Misfuelling Services.

### 1 Misfuelling-specific definitions

- ‘Contaminated Fuel’** means the fuel that we recover from the Vehicle in the course of providing Misfuelling Services;
- ‘Cooling Off Period’** means 14 calendar days from the day that we conclude the purchase of the Service to you;
- ‘Misfuel’** means the fuelling of the Vehicle with fuel that is not suitable for use in the Vehicle (**“Misfuelled”** and **“Misfuelling”** shall be construed accordingly); and
- ‘Misfuelling Services’** means the services that we provide to You under these Terms and Conditions as specified in the Service Description below together with any related advice provided at the time those services are provided.

### 2 Service description

2.1 The Misfuelling Service includes:

- 2.1.1 removal of Contaminated Fuel from the Vehicle;
- 2.1.2 dealing with any Contaminated Fuel that is recovered from the Vehicle and arranging for the compliant disposal of such Contaminated Fuel;
- 2.1.3 where agreed with us, recovery of the Vehicle together with the driver and up to one passenger to a single location in the UK within 20 miles of the site where the Misfuel has occurred where the removal of contaminated fuel can take place. The AA reserves the right to refuse to recover You and/or the Vehicle to a location where it reasonably believes it will not be possible, safe or legal to perform the removal of the Contaminated Fuel. AA Members may be entitled to a local tow under their Breakdown Assistance Contract. Recovery over and above this entitlement may be offered at the AA’s sole discretion where the Vehicle needs to be moved beyond the scope of the local tow or where You are not an AA Member; and
- 2.1.4 the cost of any replacement fuel and fuel additive that we supply to the Vehicle.

2.2 The Misfuelling Service does not include:

- 2.2.1 any transport or other costs in addition to those mentioned in clause 2.1 above that You might incur, as a result of the Vehicle being Misfuelled;
- 2.2.2 any additional transport or other costs that You might incur or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany Your Vehicle while it is being recovered;

- 2.2.3 the transportation or arrangement of the transportation of any animal (other than guide dogs or hearing dogs which will be transported together with their owner, unless this is not possible for health and/or safety reasons). The AA will not recover horses or livestock. If the AA does, at its absolute discretion, agree to transport an animal this transport will be at Your own risk. It is Your responsibility to secure any animal being transported or to make alternative arrangements for its transportation;
- 2.2.4 the provision of the Misfuelling Services when Your Vehicle is on private property e.g. garage premises, unless You can establish that You have the permission of the owner or occupier of the private property; and
- 2.2.5 any ferry, toll or congestion charges incurred in connection with Your Vehicle as a result of it being recovered.

### **3 Key terms**

- 3.1 The Misfuelling Services will be provided by us or an appropriate agent. However, we will only accept responsibility for the actions of an agent where the agent is acting on our instruction and is providing Misfuelling Services under these Terms and Conditions.
- 3.2 Where You are not the owner of the Vehicle:
  - 3.2.1 by instructing us to carry out the Misfuelling Services in relation to the Vehicle You warrant to us that You are authorised by the owner and registered keeper of the Vehicle to do so; and
  - 3.2.2 You agree to hold us harmless and make good any losses, costs or damages that we incur as a result of any claims against us by the owner or registered keeper of the Vehicle alleging that, or resulting from the fact that, You were not authorised to so instruct us and/or the provision by us of Misfuelling Services under Your direction.
- 3.3 The AA may refuse to provide the Misfuelling Service to You where the Misfuel has involved the illegal use of or introduction of unsafe substances, such as agricultural ("Red") diesel.

### **4 Cancellation**

- 4.1 If You have expressly asked the AA to provide the Misfuelling Service immediately or in any event before the expiry of the Cooling Off Period Your right to cancel and obtain a full refund for such Misfuelling Service shall cease once we have deployed resource out to You for the Misfuelling Service. Deployment shall be deemed to have occurred:
  - 4.1.1 where you have requested immediate assistance, as soon as we have agreed to provide the Service to You. In such instance, no refund will be given; and
  - 4.1.2 where You have been given a later appointment time, no later than 90 minutes prior to the appointment time. In such instance, we will refund the full price of the Misfuelling Service as soon as possible following Your notice of cancellation.
- 4.2 If You choose to cancel either outside of the Cooling Off Period or after we have deployed resource out to you we reserve the right to charge a cancellation fee of £50 and to deduct this from any refund given to You under these Terms and Conditions.

- 4.3 To cancel the Misfuelling Service You must contact us by telephone on 0800 0480456. You may also confirm Your notice in written form by post or email and can use the cancellation form at the end of these Terms and Conditions.

## **5 Disposal of contaminated fuel**

- 5.1 You agree that all Contaminated Fuel that we recover from the Vehicle shall become the property of the AA. We shall be responsible for dealing with the compliant disposal of the Contaminated Fuel.

## **6 Damage caused by misfuelling**

- 6.1 You acknowledge that the Misfuelling Services does not guarantee that there will not be any further problems or damage to the Vehicle resulting from Misfuelling and that there is a possibility of follow-on consequential damage for which it is Your responsibility to carry out any remedial repairs.
- 6.2 You acknowledge that despite the AA carrying out the Misfuelling Service, damage to the Vehicle (in particular to the engine and fuel system) may have already occurred or may still occur due to the original Misfuelling. Furthermore, engine damage connected to Misfuelling may only become evident at a later date. For example, consequential to Misfuelling and the Misfuelling Service, the Vehicle may experience loss of performance, loss of power, misfiring or difficulty starting or may create excessive smoke emissions. It is Your responsibility to have the Vehicle inspected as appropriate and, if necessary, permanently repaired. As such, You recognise and accept: (i) the risk of such damage; and (ii) that the AA and its agents shall not have any responsibility for any damage caused to the Vehicle as a result of the Misfuelling or of the continued use of the Vehicle following the Misfuelling.

## **7 Possible effects of misfuelling and misfuelling services on 3rd party warranties**

- 7.1 If You have the benefit of a warranty in respect of the Vehicle from another company (e.g. a manufacturer's warranty or another repairer's warranty) the Misfuelling Services may affect Your rights under that other warranty. You should check, and will be deemed to have checked, the terms of any such warranty before instructing us to carry out Misfuelling Services. We and our agents will not be responsible for the effect of the work on any other warranty You may have.



## **Cancellation form for misfuelling service**

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(Complete and return this form only if you wish to cancel your contract during the Cooling Off Period)

To:

Member Relations,  
The AA,  
Lambert House,  
Stockport Road,  
Cheadle,  
Cheshire,  
SK8 2DY

or

customersupport@theaa.com

I/We (*delete as appropriate*) hereby give notice that I/We (*delete as appropriate*) cancel my/our contract for the provision of the Misfuelling Service

Ordered on (*date ordered*),

Name:

Address:

Signature (*if this form is notified on paper*):

Date:

SMS text messaging is available for use by deaf, hard of hearing or speech impaired Policyholders in a breakdown situation by sending an SMS to 07860 027 999.

Information is available in large print, audio and Braille on request. Please call 0800 262 050 for details.

Text Phone users can contact us using Next Generation Texting by prefixing any of our numbers with 18001.