

Key Assist Service

Terms & Conditions Booklet

October 2019

Important information: Please read and retain

AA

General assistance terms and conditions

These terms and conditions apply to all customers when taking “assistance” services from us including Key Assist 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 warrantor 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, AA, Lambert House, Stockport Road, Cheadle, Cheshire, SK8 2DY.

Email us at: customersupport@theaa.com

Key assist terms and conditions

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

1 Key assist-specific definitions

'Key Assist Service' means the cutting and, if necessary, programming of a bespoke replacement key for the relevant Vehicle;

'Key Assist Technician' means the person providing the Key Assist Service for and on behalf of the AA;

'Key Assist Service Quote' means the quote given to You by the AA detailing the Fee for the Key Assist Service;

2 Service description

2.1 The Key Assist Service includes:

2.1.1 The parts and labour required to provide a bespoke replacement key that is cut and, if necessary, programmed to enable Your Vehicle to be accessed and started.

2.2 The Key Assist Service does not include:

2.2.1 Recovery of an immobilised Vehicle. If, in the AA's opinion, Your Vehicle requires necessary recovery to a specialist to be mobilised, such recovery service will be made available up to your breakdown assistance entitlements in the event your keys are lost or stolen. If, however, to effect that recovery, specialist lifting equipment not normally carried by AA mechanics is required, the AA will still arrange the recovery, but such recovery will be at Your additional cost.

2.2.2 The AA is not able to provide Key Assist Services for all vehicle makes and models. Please ask us if your Vehicle is eligible.

3 Key terms

3.1 The location for the provision of the Key Assist Service, as requested by You, must be approved by the AA and, once agreed, cannot be changed unless we agree. You must ensure that You have any necessary permissions from the owner or occupier of that location for the Key Assist Service to be carried out there.

3.2 You must, on request, provide such proof of ownership of the vehicle, or of Your authority to request the Key Assist Service in relation to the Vehicle, as the AA reasonably requests.

4 Cancellation terms

4.1 You acknowledge that You do not have the right to cancel the Key Assist Service once it has been ordered due to the bespoke nature of the key.

5 Warranty

- 5.1 In addition to Your statutory rights as a consumer, if there is a defect on the key we supplied to You as part of the Key Assist Service, we agree to provide a replacement key, provided that:
- 5.1.1 the defect arises and is reported to us within 12 months of the completion of the Key Assist Service;
 - 5.1.2 You arrange for the Vehicle to be inspected by us as soon as reasonably practicable after discovering the defect with the key; and
 - 5.1.3 You return to us the replacement key originally supplied.
- 5.2 If we provide You with a manufacturer's remote, Your warranty may reside with the manufacturer and require repair or replacement via their dealer network. We will advise this at the point of any claim under warranty.
- 5.3 This warranty will not cover defects arising from normal wear and tear, wilful damage, negligence by You or any third party, use otherwise than as recommended by us or the Vehicle manufacturer, failure to follow our or the Vehicle manufacturers instructions or from any alteration carried out without our approval. Minor defects not affecting the operation of the key including, but not limited to defects relating to the cosmetic appearance of the key, will not be considered to be defects for the purposes of this warranty or this contract.

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.