

## AA FUEL ASSIST – Terms & Conditions of Service

### Definition of words/phrases used in these terms and conditions

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.

**'the AA', 'our', 'we' and 'us'** means Automobile Association Developments Limited a company registered in England and Wales with registration number 01878835 and whose registered office is at Fanum House, Basingstoke, Hampshire RG21 4EA.

**'AA Group'** means the AA and any holding company or subsidiary company within the AA group of companies.

**'AA Member(s)'** means

- **For Personal Membership**, the person to whom the AA Membership documentation is addressed and who has purchased or been given Membership; and
- **For Vehicle Membership**, the person to whom the AA Membership documentation is addressed, who has purchased or been given AA Membership and whose address is recorded with the AA as the home address of the vehicle registered under the relevant Vehicle Membership.

For the avoidance of doubt, holders of Basic Breakdown Cover are not AA Members.

**'Breakdown Assistance Contract'** means the agreement under which AA Members and holders of Basic Breakdown Cover are entitled to request breakdown assistance services (other than Misfuelling Services) in respect of the Vehicle.

**'Contaminated Fuel'** means the fuel which we recover from the Vehicle in the course of providing Misfuelling Services.

**'Fee'** means the sum which You pay us in consideration of the performance of the Misfuelling Services.

**'Misfuelling'** means the fuelling of the Vehicle with fuel which is not suitable for use in the Vehicle.

**'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.

**'Terms of Breakdown Assistance'** means the terms and conditions governing the Breakdown Assistance Contract under which AA Members and holders of Basic Breakdown Cover may request breakdown services (including, without limitation, any service description and general terms of contract where applicable).

**'Vehicle'** means the vehicle which has been misfuelled.

**'You' and 'Your'** means the person who requests the provision of Misfuelling Services.

## **Service Description**

### A) What is included:

- i) Removal of Contaminated Fuel from the Vehicle;
- ii) Dealing with any Contaminated Fuel which is recovered from the Vehicle and arranging for the compliant disposal;
- iii) 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 reserve the right to refuse to recover You 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 and holders of Basic Breakdown Cover may be entitled to a local tow under their Terms of Breakdown Assistance. Recovery over and above this entitlement may be offered by the AA where the Vehicle needs to be moved beyond the scope of the local tow or where You are not an AA Member or holder of Basic Breakdown Cover;
- iv) The cost of any replacement fuel and fuel additive which we supply to the Vehicle.

### B) What is not included:

- i) You will be responsible for any transport or other costs that You might incur, as a result of the vehicle being misfuelled;
- ii) 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;
- iii) The transportation or arrangement of the transportation of any animal (guide dogs or hearing dogs 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, then this will be at Your own risk. It is Your responsibility to secure any animal being transported or to make alternative arrangements for its transportation;
- iv) 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;
- v) Any ferry, toll or congestion charges incurred in connection with Your Vehicle as a result of it being recovered.

## **General Terms of Contract**

### General

1. The contract governed by these Terms and Conditions is made between You and the AA.
2. These Terms and Conditions are separate from the Terms of Breakdown Assistance which may apply.
3. 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.
4. Where You are not the owner of the Vehicle:

- a) 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;
- b) 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, You were not authorised to so instruct us and/or the provision by us of Misfuelling Services under Your direction.

### **Extent of Misfuelling Service**

5. We will carry out the Misfuelling Services described above under "What is included". No other services are included.
6. You should be aware that provision by us of the Misfuelling Services does not guarantee that there will not be any further problems or damage to the Vehicle resulting from Misfuelling. See clause 12.

### **Disposal of Contaminated Fuel**

7. You agree that all Contaminated Fuel which 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.

### **Right to refuse service**

8. The AA has the right, at any time, to refuse to provide or arrange Misfuelling Services of whatever nature where it reasonably considers that:
  - a) You or anyone accompanying You, is behaving or has behaved in a threatening or abusive manner to AA Group employees, Patrols or agents, or to any third party contractor;
  - b) You have falsely represented that You are entitled to services that You are not entitled to.
  - c) You have assisted another person in accessing AA services to which they are not entitled.
  - d) You owe the AA Group money or have no ability to pay with respect to any services, fuel additive or other matters provided or to be provided by the AA Group or by a third party on the AA's instruction;
  - e) The circumstances surrounding the Vehicle, for example its location, are such that provision of the Misfuelling Services would involve any breach of the law;
  - e) where, in the AA's opinion, Your Vehicle was, immediately before the misfuel, dangerous, overladen, unroadworthy or otherwise unlawful to use on a public road. This includes where misfuel has involved the illegal use of or introduction of unsafe substances, such as agricultural (Red) Diesel. 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 subject to any relevant exemption that may apply, a current excise licence (that is, up to date vehicle tax), a current MOT test certificate and have in force valid motor insurance to the minimum level required under UK law Unless we are reasonably satisfied that the vehicle concerned is exempt from such requirements, we reserve the right to refuse to provide the Misfuelling Service;

- f) where, and other than solely as a result of a failure on the part of the AA, the giving of service would involve a breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of the AA's health and safety duties);
- g) where, You are an AA Member or holder of Basic Breakdown Cover and are claiming entitlement to a local tow under the Terms of Breakdown Assistance and You cannot produce valid identification. If these cannot be produced, 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 under the Breakdown Assistance Contract.

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

9. 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. The AA shall not be liable for Misfuelling Services failure where the AA is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside the AA's reasonable control include (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. Where our provision of Misfuelling 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, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Misfuelling Services you have paid for but not received.

### **Damage caused by Misfuelling - possibility of follow-on consequential damage and Your responsibility to carry out any remedial repairs**

10. Please note that despite the carrying out of Misfuelling Services, damage to the Vehicle (in particular to the engine and fuel system) may have already occurred, or may still occur as a result of the 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 the risk of such damage and 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. Nothing in this clause shall affect any statutory rights You may have as a consumer in relation to any negligence or breach of contract or breach of any other legal duty on the part of the AA or its agents.

### **Cancellation Policy**

- 11(a) Subject to 11 (b) below You are entitled at Your discretion to cancel this contract and receive a full refund for the supply of the Misfuelling Service provided that

You notify us within the period of 14 calendar days (“Cooling Off Period”) that follow the day we conclude the agreement to provide the Misfuelling Service with You. We will refund the full price of the Misfuelling Service as soon as possible following Your notice of cancellation, and in any event, no later than within 30 days.

- (b) Please note that if You agree that the Misfuelling Service shall be provided to You before the expiry of the Cooling Off Period (set out in (11 (a) above) Your right to cancel and obtain a full refund shall cease once we have deployed resource out to You for the Misfuelling Service. Deployment shall be deemed to have occurred:
  - i) no later than 90 minutes prior to Your appointment time where You have arranged an appointment for the Misfuelling Service; or
  - ii) as soon as we have agreed to provide the Service to You where You have requested immediate assistance. Please note that this sub-clause ii) will also apply where we have recovered Your Vehicle as part of the Misfuelling Services under “Service Description” A (iii) above (including recovery over and above that which might be claimed under the Terms of Breakdown Assistance where You are an AA Member or holder of Basic Breakdown Cover).
- (c) If You choose to cancel either outside of the Cooling Off Period or after we have deployed resource out to you, as set out under 11 (b) above, we reserve the right to charge a cancellation fee of £50 and to deduct this from any refund given to You under these Terms & Conditions.
- (d) To cancel Your contract You must contact us by telephone on 0800 0480456. If You phone us, You must also confirm Your notice in written form by post, fax or email.

## **Liability**

- 12. 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 Misfuelling Service where such loss or damage are i) not foreseeable at the time of Your purchase of the Misfuelling 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 the terms and conditions of Your purchase. 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. We only supply the service for domestic and private use. If you use the service for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Nothing set out above will reduce Your statutory rights. For the avoidance of doubt, nothing in these Terms and Conditions 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.

### **Possible effects of Misfuelling and Misfuelling Services on 3rd party warranties**

13. 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 carrying out of 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 You may have 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.

### **Enforcement of Terms and Conditions**

14. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that 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.
15. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

### **Use of personal information**

16. We reserve the right to provide details of the Misfuelling and the Misfuelling Services provided to You to:
  - a) the owner and/or registered keeper of the Vehicle (if not You),
  - b) (if applicable) the AA member or holder of Basic Breakdown Cover under the Breakdown Assistance Contract (if not You), and/or
  - c) (if applicable) the manufacturer of the Vehicle, where the Breakdown Assistance Contract has been provided by that manufacturer.
17. The AA group of companies\* (being AA plc, together with any entity in which AA plc directly or indirectly has at least a 50% shareholding^) ("we") will use personal information (whether provided by you, held by us or obtained from a third party) for the following purposes\*\*:
  - a) to identify You when You contact us;
  - b) to help identify accounts, services and/or products which You could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information You have provided,

any information we hold about You and information from third party agencies (including credit reference agencies);

c) to help administer, and contact You about improved administration of, any accounts, services and products we have provided before, or provide now or in the future;

d) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;

e) to help to prevent and detect fraud or loss;

f) to contact You in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and/or selected partners unless You have previously asked us not to use the relevant personal data for such purposes;

g) to (provided You are an AA Member) keep You up to date with AA Rewards offers under which You will be given AA Membership information and details of discounts and offers negotiated from time to time on behalf of AA Members. If You do not want to receive this benefit, please write to the AA Data Protection Officer at the address given in clause 21 below;

h) where the AA are contacted for assistance using a mobile telephone the AA or its agents may provide details of the relevant telephone number to the mobile telephone network providers, through the agent, to enable the geographical location of the handset to be recorded as part of the information in order to assist in locating the caller.

18. We may allow other people and organisations to use information we hold about You for the purpose of providing services You have asked for, as part of the process of selling one or more of our businesses, or if we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard Your personal information.
19. We may monitor and record communications with You (including phone conversations and emails) for quality assurance and compliance reasons.
20. We may check Your details with fraud prevention agencies. If You provide false or inaccurate information and we suspect fraud, we will record this. We and other organisations may use and search these records to:
  - a) help make decisions about credit related services for You and members of Your household;
  - b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for You and other members of Your household;
  - c) trace debtors, recover debt, prevent fraud and to manage Your accounts or insurance policies; and
  - d) check Your identity to prevent money laundering unless You give us other satisfactory proof of identity.
21. If You need details of those fraud prevention agencies from which we may obtain and with which we may record information about You, please write to The AA Data Protection Officer at The AA, Fanum House, Basingstoke, Hampshire, RG21 4EA.

22. Where You give us information on behalf of someone else, You confirm that You have provided them with the information set out in these provisions and that they have not objected to such use of their personal information. Where You give us sensitive data about yourself or another person (such as health details or details of any criminal convictions) You agree (and confirm that the other person has agreed) to our processing such information in the manner set out in these provisions.

\* A list of companies forming the AA group of companies is available from the Data Protection Officer at Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA.

\*\* See the AA privacy policy at [theaa.com/termsandconditions/privacy\\_policy.html](http://theaa.com/termsandconditions/privacy_policy.html) for further details.

### **Interpretation, use of English law & language**

23. The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of their contents.
24. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

### **Compliments and complaints**

25. If You have a compliment or complaint we really want to hear from You. We welcome Your comments as they give us the opportunity to put things right and to improve AA service.  
Our contact details are set out below:

Member Relations  
The Automobile Association  
Lambert House  
Stockport Road  
Cheadle  
Cheshire SK8 2DY  
Phone: 0344 209 0556 or 0161 333 5910  
Email: [customersupport@theaa.com](mailto:customersupport@theaa.com)  
Text phone users can contact us on any of our published telephone numbers via the Next Generation Text Service (formerly Text Relay).

### **AA Company Details**

26. Automobile Association Developments Limited, a company registered in England and Wales with registration number 01878835 and whose registered office is at Fanum House, Basingstoke, Hampshire RG21 4EA. VAT number: 188031110.