

# AA Fleet Pay For Use Breakdown Assistance

Terms and Conditions

Fleet Pay For Use



*For the  
road ahead*

## **Welcome to the AA**

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A warm welcome to the AA and thank you for choosing AA Fleet Pay For Use Breakdown Assistance. The AA's Breakdown Service is available 24 hours a day, 365 days a year. As the UK's largest motoring organisation the AA deals with around 3.5 million breakdowns each year throughout the UK, Channel Islands and the Isle of Man.

These Terms & Conditions are valid for UK customers joining or renewing on or after 1st August 2010. Please read this booklet carefully and keep it in a safe place as any use of your AA Fleet Pay For Use Breakdown Assistance is subject to these Terms & Conditions.

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## **If you require Assistance**

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### **Where assistance is available:**

AA Fleet Pay For Use Breakdown Assistance detailed in this Agreement applies when the relevant Eligible Vehicle first becomes stranded in the United Kingdom.

European Breakdown Services are available to Truck Rescue customers with vehicles over 3.5 tonnes in weight. Please see page 9 for details.

### **How to contact the AA:**

If the Eligible Vehicle has broken down and requires assistance, please contact the AA on the telephone numbers provided on the back cover. It is important that You contact the AA because if You contact a garage direct You will have to settle the bill and the AA will not be obliged to reimburse You.

### **How the AA will identify that You are entitled to assistance:**

The AA recommends that the breakdown card is kept in the Eligible Vehicle as the Driver will require the card to access service. Please note that the AA is entitled to assume that anyone driving or travelling in the Eligible Vehicle is authorised by You to request assistance for that vehicle. You must make all Drivers aware of the terms of Your AA Fleet Pay For Use Breakdown Assistance and must give the Drivers copies of the breakdown information supplied by the AA in conjunction with the breakdown cards.

When the Driver contacts the AA for assistance s/he will be asked to show the breakdown card to ensure that only those customers entitled receive service. If assistance is required please be prepared to show this card.

If a valid breakdown card cannot be produced, the AA reserves the right to refuse service.

For further details please refer to General Terms and Conditions, clause 12e, page 12.

Please also note that You should advise the AA immediately of any changes to contact name, company address and e-mail address. Please refer to General Terms and Conditions, clause 23, page 14.

### **If you're not an AA customer or don't hold the relevant level of cover:**

If You are not entitled to any AA breakdown assistance services or You are not, at the time of the relevant Breakdown, entitled to the particular assistance service(s) You require, the AA may still be prepared to provide the required assistance. However, if so, the Driver will be asked to make payment by credit card for the relevant AA Fleet Pay For Use Breakdown Assistance, in accordance with the relevant Tariff.

### **If you are provided with breakdown assistance service(s) but subsequently default in making payment for your AA Fleet Cover**

Subject to any statutory rights you may have, if the AA provides breakdown assistance services under your AA Fleet Cover, at your request or at the request of someone who the AA reasonably believes is entitled to request assistance under your AA Fleet Cover, and subsequently it becomes apparent that you have not paid for your AA Fleet Cover then the AA will be entitled to charge you for the services actually provided.

## Compliments and complaints

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If You have a compliment or complaint about Your AA Fleet Pay For Use Breakdown Assistance the AA really wants to hear from You. The AA welcomes Your comments as they provide the opportunity to put things right and to improve AA service.

Please phone: 0870 608 0277 (Mon-Fri 9am-5pm)

Text phone users can ring: 0800 32 82 810

Or write to: Business Support,  
AA Business Services, Swallowfield One,  
Wolverhampton Road, Oldbury,  
West Midlands B69 2AG

Email: fleetcustomers@theAA.com

It is the AA's policy to acknowledge any complaint within five working days. The AA will advise You of who is dealing with Your concerns and, where possible, provide a response.

## Definition of words and phrases used in this Agreement

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

**'AA'** means The Automobile Association Limited, a company incorporated with limited liability in Jersey with number 73356. Registered Office: 22 Grenville Street, St Helier, Jersey JE4 8PX, Channel Islands. Branch office Fanum House, Basingstoke, Hampshire RG21 4EA registered in England and Wales with number BR004875.

**'AA Fleet Pay For Use Breakdown Assistance'** means Fleet Rescue and / or Truck Rescue as appropriate.

**'Breakdown'** means an event which:

- a) causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily brings the vehicle to a halt on its journey because of some malfunction of the vehicle or failure of it to function; and
- b) after which the journey cannot reasonably be commenced or continued in the relevant vehicle; provided always that any part or other failure shall not be considered to be a breakdown unless it results in the vehicle not working as a whole.

**'Customer' 'You' 'Your'** means the individual, company or other organisation who has entered into this agreement for AA Fleet Pay For Use Breakdown Assistance and, if the context requires, includes reference to the Driver driving the Eligible Vehicle with Your consent.

**'Driver'** means the Driver of the Eligible Vehicle at the time of the Breakdown or accident.

**'Eligible Vehicle' / 'Your Vehicle'** means the Light Goods Vehicles (if any) and Large Goods Vehicles (if any) operated by You and which You have notified AA as being included in Your AA Fleet Pay For Use Breakdown Assistance.

**'Fleet Rescue'** means the services available in respect of Light Goods vehicles as described on page 6 and which is subject to the restrictions and exclusions detailed in these terms and conditions.

**'Goods'** means any items loaded on and / or in the relevant Eligible Vehicle at the time of the relevant Breakdown or accident (as appropriate).

**'Light Goods Vehicles'** means vehicles under 3500kg (3.5 tonnes) gross vehicle weight and under 5.5m (18ft) in length

**'Recovery Unit'** means a vehicle used by the AA or its appointed agent in providing the various services specified herein.

**'Short Tow'** means a tow encompassing a round trip of up to 20 miles from Breakdown or accident (as appropriate) to delivery destination

**'Subscription Year(s)'** means the period of 12 months commencing from the start of Your AA Fleet Pay For Use Breakdown Assistance and each anniversary thereof

**'Tariff'** means the tariff chargeable for AA Fleet Pay For Use Breakdown Assistance from time to time, which excludes VAT and any other applicable taxes, which shall be charged in addition at the relevant prevailing rate

**'Truck Rescue'** means the services available in respect of Large Goods Vehicles, as described on page 10 and which is subject to the restrictions and exclusions detailed in these terms and conditions.

**'UK'** means Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

**'Western Europe'** means Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Moldova, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia-Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine.

## Types of service

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AA Fleet Pay For Use Breakdown Assistance provides services for Eligible Vehicles regardless of who is driving. Once an applicant has been accepted for AA Fleet Pay For Use Breakdown Assistance and has paid the yearly administration fee (more on this below), they only need to pay for AA Fleet Pay For Use Breakdown Assistance as and when the service is used.

The charges payable for AA Fleet Pay For Use Breakdown Assistance are set out in the Tariff (as updated from time to time). You will be sent a copy of the prevailing Tariff when you first sign up for AA Fleet Pay For Use Breakdown Assistance and, since AA may update it from time to time, You can obtain a copy of the prevailing Tariff by calling 0800 55 11 88 (option 1) between 9am and 5pm Monday – Friday (excluding bank and public holidays).

The Tariff and scope of AA Fleet Pay For Use Breakdown Assistance differs for Light Goods Vehicles and Large Goods Vehicles (more on this below).

## Administration fees

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An annual administration fee is charged on an annual basis. You will be notified in writing of the amount of Your administration fee and when Your administration fee is due for payment. The AA reserves the right to withdraw AA Fleet Pay For Use Breakdown Assistance if the annual administration fee is not paid when requested.

## Fleet Rescue services

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**(Available in respect of Light Goods Vehicles only)**

Fleet Rescue is available to Customers with valid AA Fleet Pay For Use Breakdown Assistance subscriptions when a Light Goods Vehicle has suffered a Breakdown or accident in the UK. The Tariff payable on receiving service will depend upon the services received. The services available under Fleet Rescue are as follows:

### **1. Roadside repair, including Home Start and Short Tow**

Following a Breakdown in the UK whether at home or elsewhere, the AA will seek to repair Light Goods Vehicles where, in the opinion of the AA, they can be rectified and returned to a roadworthy condition within a reasonable time without the need of workshop attention. In the event that a Light Goods Vehicle cannot be so repaired, the AA will offer a Short Tow to a destination of the driver's choice at no additional cost.

### **2. Relay/Recovery**

Following a Breakdown at which a Light Goods Vehicle cannot be repaired at the roadside or following an accident, the AA will recover the relevant Light Goods Vehicle to its original intended UK destination, or any other UK destination chosen by the Driver.

N.B. There will be no additional charge under Relay/Recovery for a recovery that falls within the definition of a Short Tow (see above). All other recoveries will be charged in accordance with the relevant Tariff.

### **3. Accident Recovery (Winching and Lifting)**

In the event of an accident in the UK, the AA will, if required, arrange for the winching and lifting of the Light Goods Vehicle prior to any other services being provided. This will be charged in accordance with the relevant Tariff.

### **4. Car Hire**

The AA will, if requested, seek to arrange appropriate car hire for You in the UK. Such car hire shall have a minimum duration of 48 hours from the time of collection of the hired vehicle ("the Minimum Period of Hire"). The choice of vehicle supplier shall be at the AA's discretion



unless expressly specified by You when You take out AA Fleet Pay For Use Breakdown Assistance.

All car hire arranged by the AA under these provisions is carried out on the basis that You enter into a contract of hire direct with the vehicle supplier. In no circumstances shall the AA be deemed to be the vehicle supplier. While the AA will bill You for the Minimum Period of Hire, it does so on behalf of the vehicle supplier. In the event that You incur hire car charges in excess of those relating to the Minimum Period of Hire, the hire car supplier will bill You direct.

The vehicle hire agreement will be between You or the Driver (as appropriate) and the relevant supplier and will be subject to that supplier's terms & conditions. These will usually require or include (amongst other things):

- Production of a full driving licence valid at the time of issue of the hire vehicle;
- Limits on acceptable endorsements;
- Limitations on the availability and/or engine capacity of the replacement vehicle;
- A cash or credit card deposit eg for fuel;
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months

**Note:** Suppliers' hire terms may change and do vary. The requirements listed above are not exhaustive and compliance with them does not guarantee availability of a hire car.

Failure to comply with the vehicle supplier's terms and conditions or to return the vehicle to the supplier as agreed may result in the supplier taking legal action against you. A replacement car will be provided at the point of Breakdown unless delayed at Your request, in which case You will be responsible for collection. In all cases You are responsible for the return of the vehicle.

In addition to all hire charges payable (in accordance with the relevant Tariff), You will be responsible for all other charges arising from the Driver's use of the hire vehicle, such as (without limitation) fuel costs, any insurance excess charges, and charges arising if the Driver keeps the vehicle for more than 48 hours.

Replacement vehicles cannot be supplied with a tow bar, and therefore any caravan or trailer attached to the relevant Eligible Vehicle at the time of the relevant Breakdown or accident will, if requested and eligible, be recovered under Relay/Recovery with the relevant Light Goods Vehicle. These recoveries will be charged in accordance with the relevant Tariff.

## Truck Rescue services

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### (Available in respect of Large Goods Vehicles only)

Truck Rescue is available to Customers with valid AA Fleet Pay For Use Breakdown Assistance subscriptions when a Large Goods Vehicle has suffered a Breakdown or accident in the UK. The Tariff payable on receiving service will depend upon the services received. The services available under Fleet Rescue are as follows:

#### **1. Roadside repair, including Home Start and Short Tow**

Following a Breakdown in the UK whether at home or elsewhere, the AA will seek to repair Large Goods Vehicles where, in the opinion of the AA, they can be rectified and returned to a roadworthy condition within a reasonable time without the need of workshop attention.

#### **2. Recovery**

Following a Breakdown at which the relevant Large Goods Vehicle cannot be repaired at the Roadside or following an accident, the AA will seek to recover the vehicle to its original intended UK destination, or any other UK destination chosen by the Driver. This will be charged in accordance with the relevant Tariff.

#### **3. Accident Recovery (Winching and Lifting)**

In the event of an accident in the UK, the AA will, if required, arrange for the winching and lifting of the Large Goods Vehicle prior to any other services being provided. This will be charged in accordance with the relevant Tariff

#### **4. Car Hire**

The AA will, if requested, seek to arrange appropriate car hire for You in the UK. Such car hire shall have a minimum duration of 48 hours from the time of collection of the hired vehicle ("the Minimum Period of Hire"). The choice of vehicle supplier shall be at the AA's discretion unless expressly specified by You when You take out AA Fleet Pay For Use Breakdown Assistance.

All car hire arranged by the AA under these provisions is carried out on the basis that You enter into a contract of hire direct with the vehicle supplier. In no circumstances shall the AA be deemed to be the vehicle supplier. While the AA will bill You for the Minimum Period of Hire, it does so on behalf of the vehicle supplier. In the event that You incur hire car charges in excess of those relating to the Minimum Period of Hire, the hire car supplier will bill You direct.

The vehicle hire agreement will be between You or the Driver (as appropriate) and the relevant supplier and will be subject to that supplier's terms & conditions. These will usually require or include (amongst other things):

- Production of a full driving licence valid at the time of issue of the hire vehicle;
- Limits on acceptable endorsements;
- Limitations on the availability and/or engine capacity of the replacement vehicle;
- A cash or credit card deposit eg for fuel;
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months

**Note:** Suppliers' hire terms may change and do vary. The requirements listed above are not exhaustive and compliance with them does not guarantee availability of a hire car.

Failure to comply with the vehicle supplier's terms and conditions or to return the vehicle to the supplier as agreed may result in the supplier taking legal action against you. A replacement car will be provided at the point of Breakdown unless delayed at Your request, in which case You will be responsible for collection. In all cases You are responsible for the return of the vehicle.

In addition to all hire charges payable (in accordance with the relevant Tariff), You will be responsible for all other charges arising from the Driver's use of the hire vehicle, such as (without limitation) fuel costs, any insurance excess charges, and charges arising if the Driver keeps the vehicle for more than 48 hours.

Replacement vehicles cannot be supplied with a tow bar, and therefore any caravan or trailer attached to the relevant Eligible Vehicle at the time of the relevant Breakdown or accident will, if requested and eligible, be recovered under Relay/Recovery with the relevant Large Goods Vehicle. These recoveries will be charged in accordance with the relevant Tariff.

### **European Assistance**

- The AA will seek to procure the provision of breakdown assistance/recovery services for Large Goods Vehicles where they suffer a Breakdown in Western Europe, subject to the AA having made appropriate arrangements with third parties in the relevant locations.
- The AA arranges all such services in Western Europe as an agent of the relevant vehicle repairer/service provider and does not undertake any such work as principal.

All work performed and parts supplied are subject to the terms and conditions of supply of the individual garage/repairer concerned. For the avoidance of doubt, the AA shall not be liable for any loss, damage or claims which may arise from any work carried out, or parts supplied by the garage/repairer concerned, however such loss, damage or claims may arise.

- The AA will transfer the rates charged by the relevant Western European service supplier into Sterling at the cost quoted in the Tariffs.

# GENERAL TERMS APPLYING TO AA FLEET PAY FOR USE BREAKDOWN ASSISTANCE

## Payment for service

1. Customers receiving any services under AA Fleet Pay For Use Breakdown Assistance will be required to pay the AA for all services received. Full details of the Tariff, applicable from time to time, are available on request by calling 0800 55 11 88 (option 1).

## Right to refuse applications

2. The AA reserves the right to refuse to accept the application of any applicant for AA Fleet Pay For Use Breakdown Assistance. In addition, the AA reserves the right to make its offer of service conditional upon an applicant's prior fulfilment of certain requirements as specified by the AA.

## Eligibility of vehicles

3. It is Your responsibility to ensure that all vehicles for which assistance is required under Fleet Rescue or Truck Rescue are eligible for the service applied for by reference to the weight and length restrictions detailed on page 5 and 6. The AA reserves the right to withhold all service in regard to any vehicle that is ineligible for the AA Fleet Pay For Use Breakdown Assistance entitlement held. Please see page 5 for eligibility criteria.

## Authority of Drivers to request service

4. When any request for service is made in which a valid Customer number is quoted, the AA shall be entitled to assume that the request is made with the authority of the relevant Customer. The Customer undertakes that where service has been provided under its Customer number, the Customer shall make full payment to the AA for all such services in accordance with the applicable Tariff.

## Relevant Tariffs for Fleet Rescue and Truck Rescue

5. Different Tariffs apply to Fleet Rescue and Truck Rescue. The Tariffs in force at any particular time do not necessarily provide for every eventuality that may be encountered following a Breakdown or accident. If requested the AA will, at its discretion, endeavour to arrange other services, but the terms of these services will either be those of the particular supplier required, or as specified by the AA at the relevant time.

## Revision of Tariffs

6. The AA reserves the right to revise the Tariff at any time (but normally such revisions shall not occur more frequently than once every 12 months). In addition (and without prejudice to the foregoing), the AA reserves the right to increase the Tariff at any time to take account of the introduction of, or any increase in, any duty, levy, or tax (including, without limitation, Value Added Tax) which becomes chargeable on any such sums.

## Calculation of charges

7. Under the Tariffs, all charges calculated on a time basis are subject to a minimum of one hour per job, starting from the time attending AA representative/garage agent leaves its base location. After the first hour, charges are calculated by the quarter of an hour (or part thereof). The job is deemed finished when the attending AA representative / garage agent has returned to its base location.

## Cost of replacement parts

8. Replacement parts/components are charged to the Customer at their retail price on the date of supply. Whilst the AA will seek to pass on to the Customer the benefit of any manufacturer's warranty held by the AA, the AA does not, itself, accept any liability for any such replacement parts/ components.

### **Charges for Relay / Recovery**

9. Relay/Recovery services are charged on a round trip basis, i.e. the Recovery Unit's mileage / time is calculated as follows: the mileage / time from the Recovery Unit's base to the location of the Breakdown or accident (as applicable), plus the mileage / time from the scene of the Breakdown or accident (as applicable) to the chosen recovery destination plus the mileage/time of the Recovery Unit's subsequent return to its base location.
- Fleet Rescue services are charged by reference to the mileage taken to complete the Recovery / Relay, whilst Truck Rescue services are charged by the time taken to complete the Recovery / Relay.
- Relay / Recovery services will be undertaken by the recovery method the AA considers most appropriate to the particular circumstances.

### **Transportation of passengers**

10. In the event that the Eligible Vehicle is being Relayed / Recovered, the AA will permit the Driver and up to a maximum of 7 passengers to travel with the vehicle to its destination. The Driver and passengers must comply with all reasonable instructions given by the AA (or its representative) while the vehicle is being recovered. The Customer warrants that all Drivers will be competent to steer/control the relevant Eligible Vehicle in the event that the vehicle is recovered by way of a tow. The AA will seek to arrange, but will not pay for, additional passengers to be recovered separately. This will be charged in accordance with the relevant Tariff.

### **General exclusions**

11. AA Fleet Pay For Use Breakdown Assistance does not provide for the following:
- a) Any vehicle servicing or re-assembly  
For example, where this is required as a result of neglect or unsuccessful work on the Eligible Vehicle (including, but not limited to, DIY vehicle maintenance) other than on the part of the AA or its agents;
  - b) Routine maintenance and running repairs  
Such as radios, interior light bulbs, heated rear windows;
  - c) Having vehicles stored or guarded in your absence
  - d) Vehicles on private property  
The provision of service when the Eligible Vehicle is on private property – e.g. garage premises, unless it can be established that the Driver has the permission of the relevant owner or occupier;
  - e) Excess passengers  
The provision of service to any persons in excess of the number of seats fitted in the Eligible Vehicle at the time of the Breakdown or accident, or to anyone who was not, at such time, travelling in such vehicle. The AA will seek to arrange, but will not pay for, additional passengers to be recovered separately. This will be charged in accordance with the relevant Tariff.
  - f) Ferry, toll charges etc  
Any ferry, toll or congestion charges incurred in connection with the Eligible Vehicle as a result of it being recovered.
  - e) Transporting animals  
The transportation or arrangement of the transportation of any animal (guide dogs or hearing dogs to be transported together with their owner, where the AA will provide transportation unless this is not possible for health and/ or safety reasons). The AA will not recover horses or livestock. If the AA or its agents do, at their absolute discretion, agree to transport any animal, then this will be at Your / the Driver's own risk. It is the Driver's responsibility to secure any animal being transported or to make alternative arrangements for its transportation.

## General rights to refuse service

12. The AA reserves the right to refuse to provide or arrange breakdown assistance under the following circumstances:
- a) Unattended vehicles  
The Driver is not with the Eligible Vehicle at the time of the Breakdown or accident and the Driver is unable to be present at the time assistance arrives.
  - b) Unsafe or unroadworthy vehicles  
Where, in the AA's reasonable opinion, the Eligible Vehicle was, immediately before the Breakdown or accident, dangerous, overladen, unroadworthy or could not otherwise have been lawfully used on the public highway. Where service has been refused as a result of your vehicle being deemed dangerous, overladen or unroadworthy, the AA will seek to arrange but will not pay, to have it removed to a repairer.
  - c) Assisting where unsafe or unlawful  
In the AA's reasonable opinion, and other than solely as a part of failure on 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.
  - d) Delay in reporting  
In the AA's reasonable opinion, there has been an unreasonable delay in reporting the Breakdown or accident.
  - e) Cannot verify eligibility  
Where the Driver cannot produce a valid entitlement card and some other form of identification and / or the AA is unable to verify that the appropriate entitlement is held, the AA reserves the right to refuse service. However, if the Driver is unable to prove entitlement to service, the AA may, at its discretion, offer service on the immediate payment (by cash or credit card) of the usual Tariff rate for the relevant service required.
  - f) Unreasonable behaviour  
The AA reasonably considers that You or the Driver:
    - (i) or anyone accompanying You or the Driver, is behaving or has behaved in a threatening or abusive manner to AA employees, patrols or agents, or to any third party contractor; or
    - (ii) have falsely represented that they are entitled to services to which You or the Driver are not entitled; or
    - (iii) have assisted another person in accessing AA services to which they are not entitled; or
    - (iv) owe the AA money with respect to any services, spare parts or other matters provided by the AA or by a third party on the AA's instruction.
  - g) Goods of a dangerous or hazardous nature  
In the AA's reasonable opinion, the Eligible Vehicle contains or carries Goods of a dangerous or hazardous nature and/or where the vehicle bears, or should bear, a "Hazardchem" identification marker unless:
    - (i) the permission of the Customer is expressly given for such repair or recovery; and
    - (ii) such repair or recovery is properly authorised (where required) by any statutory or other relevant body, and is not otherwise in contravention of any statute or regulation;
    - (iii) the Customer agrees to indemnify the AA from and against any loss or damage which may be suffered as a result of the repair of the vehicle or the transportation of any such Goods; and
    - (iv) the AA agrees to provide such a service.

h) Removal of Goods

The AA shall not be under any obligation to provide AA Fleet Pay For Use Roadside Assistance where in the AA's reasonable opinion AA Fleet Pay For Use Breakdown assistance cannot be undertaken without all or part of the Goods being removed. Upon the request of the Customer, the AA may be prepared to unload all or part of the Goods, the additional costs of such removal being for the account of the Customer.

i) Arrangement for transfer of Goods

If requested by the Customer, the AA may be prepared to make arrangements to transfer Goods to another vehicle whether or not owned by the Customer, or, if the relevant Eligible Vehicle is articulated, provide a suitable tractor to enable the trailer bearing the Goods to be moved. The provision of any such services shall be subject to separate contract.

### **Heavy or unusual loads**

13. The AA shall not be obliged to undertake (or arrange) the recovery of any vehicle which the AA considers to bear an unduly wide, projecting, high, heavy or unusual load until such time as the AA has received from the Customer and/or the police details of a route by which the vehicle may be moved without danger and / or without causing damage to roads, other property, the vehicle, the Recovery Unit and / or the Goods, and the AA agrees to provide such service.

### **Use of agents**

14. The AA may use appropriate agents to perform all or any part of the services to be provided. The AA will only accept responsibility for the actions of an agent where the agent is acting on the AA's instruction.

### **Requests for assistance**

15. All requests for assistance must be made to the AA using the contact instructions provided by the AA from time to time. If You or the Driver contact a garage direct, You or the Driver will have to settle its bill and the AA will be under no obligation to reimburse you.

### **Responsibility following a road traffic accident**

16. Please note that, following an accident, or otherwise, it is and remains Your responsibility to ensure that you properly comply with any requirements of Your motor insurer in making a claim under Your motor insurance policy.

### **Emergency nature of breakdown service**

17. AA patrols are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or roadworthiness of an Eligible Vehicle after a Breakdown, accident or an emergency repair. In addition, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the Eligible Vehicle concerned.

### **Cancellation of AA Fleet Pay For Use Breakdown Assistance**

18. The AA shall be entitled to cancel the contract with the Customer in whole or in part if the Customer shall become:
- a) bankrupt; or
  - b) insolvent; or
  - c) it shall compound with its creditors; or
  - d) in the event of any resolution being passed in regard to the liquidation of the Customer; or
  - e) if an administrative receiver or manager is appointed over all or any part of the Customer's assets or undertakings; or
  - f) it shall cease to trade; or
  - g) if the Customer is in material or persistent breach of any of these terms and conditions.

The AA also reserves the right to offset any monies owed to the Customer against any outstanding debt owed by the Customer to the AA.

19. The AA shall have the right to cancel this agreement if:
  - a) the AA has been entitled to refuse service under clause 12f.
  - b) Fleet Rescue and / or Truck Rescue was taken out where the AA was, or is, entitled to cancel an existing or previous account under sub-paragraph a) of this clause;

No refund shall be due following a cancellation by the AA under sub paragraph a) of this clause. In the event that the AA cancels an account in accordance with sub-paragraph b) above, the AA shall give Customers a pro rata refund of any administration fee provided to service has been given and subject to a minimum administration charge of £30.

20. The AA will not refund (in whole or in part) any annual administration payment made or give allowance against any payment due with regard to any unpaid subscription (which will remain due), in the event that, during the period of AA Fleet Pay For Use Roadside Assistance entitlement, any cancellation or alteration of service is requested by the Customer. Please note that nothing in this clause or these terms and conditions will affect your statutory rights.

### **Changes to Terms and Conditions**

21. The AA is entitled to change any of these terms and conditions at renewal. The AA also reserves the right to make changes to these terms and conditions during the Subscription Year, on the giving on reasonable notice, where it considers this necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.
22. Nothing in these terms and conditions is intended to, or will, affect the statutory rights of Customers in any way that is not permitted by the applicable law.

### **Changes to your Personal Details**

23. Changes to Your details must be notified to the AA immediately. This must be done by contacting the AA on 0800 55 11 88 (option 1), by e-mailing [fleetcustomers@theAA.com](mailto:fleetcustomers@theAA.com) or by writing to AA Business Services, Swallowfield One, Wolverhampton Road, Oldbury, West Midlands B69 2AG. Please note that changes to Your details can only be made by the named contact(s) on Your account.

### **Dispute resolution and arbitration**

24. Any dispute, difference, claim or question arising between a Customer and the AA concerning the supply of services under AA Fleet Pay For Use Roadside Assistance shall (in the event that it cannot be resolved between the parties) be referred to the arbitration of a single arbitrator to be agreed by the parties or, in the absence of such agreement, to be appointed by the President for the time being of the Chartered Institute of Arbitrators.

The costs of any such arbitration shall be awarded at the discretion of the arbitrator and the award of such arbitrator shall be final and binding. The arbitration shall be held in a mutually agreed location or in a location proposed by the arbitrator in the event of any failure to agree.

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

25. While the AA seeks to meet the service needs of Customers at all times, its resources are finite and this may not always be possible. The AA shall not be liable for service failures 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.



### **Exclusion of liability for loss of profit etc**

26. The AA shall not, in any event, and to the extent permitted by law, have any responsibility for
- a) any increased costs or expense; or
  - b) any loss of
    - (i) profit; or
    - (ii) business; or
    - (iii) contracts; or
    - (iv) revenue; or
    - (v) anticipated savings; or
  - c) any special, indirect or consequential losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), breach of agreement or otherwise. For the avoidance of doubt, nothing in this clause of these terms and conditions shall exclude or restrict the AA's liability for negligence resulting in death or personal injury. You shall ensure that Drivers are aware of this and that this is a condition of receiving assistance.

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

27. If any term or condition as set out herein shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or condition or part shall to that extent be deemed not to form part of the agreement with the Customer but the validity and enforceability of the remainder of the terms and conditions shall not be affected.
28. Failure to enforce or non-reliance on any of these terms and conditions by the AA will not prevent the AA from subsequently relying on or enforcing them.
29. None of the terms and conditions, or benefits, of AA Fleet Pay For Use Breakdown Assistance are enforceable by anyone other than the Customer. For the avoidance of doubt, and without the above, any rights under The Contract (Rights or Third Parties) Act 1999, or any such replacement or amendment of such act, are excluded.

### **Loss or expense due to incorrect information**

30. Any loss, damage or additional expense incurred by the AA as a result of incorrect information being given by the Customer will be passed on to the Customer for payment, and the Customer hereby agrees to make such payments.

### **Use of headings**

31. The headings used in this document are for convenience only and shall not affect the interpretation of its contents.

## **Interpretation: use of English law and language**

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32. These terms and conditions shall be governed by and in accordance with the laws of England and Wales. Any amendments to such terms and conditions requested by the Customer will only be valid if agreed in writing by the AA. Any waiver by the AA of any of its rights hereunder shall not prevent any subsequent enforcement of any other rights.

Any headings used herein are for convenience only and shall not affect the interpretation of these terms and conditions.

## Accounts and Payments

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1. The Customer shall be liable to pay the AA for the services supplied at the rates set out in the Tariffs and for any other costs applicable to the services supplied. The Customer shall make all such payments to the AA within 30 days of the date of the relevant invoice. If You fail to make any payment to the AA when it is due and there is no genuine dispute between You and the AA as to the amount outstanding, then without prejudice to any other right or remedy available to the AA, the AA shall be entitled to suspend any further services to You or charge You all reasonable costs and expenses involved in collecting the overdue payment. This may involve legal proceedings and using debt collection agencies together with interest (both before and after any judgement) on the amount unpaid at a rate of 2% above the official dealing rate of the Bank of England (the base rate) until payment in full is made (interest to be calculated on a daily basis). This provision is made in accordance with the late Payment of Commercial Debts (Interest) Act 1998.
2. If, in the opinion of the AA, it appears likely that the charges payable for the provision of any services under AA Fleet Pay For Use Breakdown Assistance will exceed the sum of £500+VAT, the Customer agrees to pay to the AA, upon request, such sum as shall be specified by the AA as an appropriate advance on payment. Should the Customer refuse or neglect to make such payment, then the AA may decline to provide service, but in the event that service is provided, any such refusal or neglect of the Customer shall not prejudice the AA's right to recover all sums due and owing in regard to the provision of such service.
3. The Customer must notify the AA in writing of any queries in regard to any invoice received within 14 days of the date of its receipt by the Customer. In the absence of any such query within the said 14-day period, the invoice will be deemed to be accepted.  
  
Invoice queries should be sent to Customer Services Department, AA Business Services, Swallowfield One, Wolverhampton Road, Oldbury B69 2AG or e-mail [fleetcustomers@theAA.com](mailto:fleetcustomers@theAA.com).
4. The Customer agrees that in the event that it has queried any invoice, this shall not permit the Customer to withhold payment of all or part of any monies due for payment under any other invoice or invoices.

## USING YOUR PERSONAL INFORMATION

- 1.1. The Acromas Holdings group of companies, of which the AA group of companies\* (including The Automobile Association Limited, AA Limited, AA Financial Services Limited and Automobile Association Insurance Services Limited) forms a part ('We'/'Us'/'Our') will use Your personal information 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; and
  - 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.
- 1.2. 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.
- 1.3. We may monitor and record communications with You (including phone conversations and emails) for quality assurance and compliance reasons.
- 1.4. We may check Your details with credit reference and 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.

Information held about You by these agencies may be linked to records relating to other people living at the same address with whom You are financially linked. These records will also be taken into account in credit and fraud prevention checks. Information from Your application and payment details of Your account will be recorded with one or more of these agencies and may be shared with other organisations to help make credit and insurance decisions about You and members of Your household with whom You are financially linked and for debt collection and fraud prevention. This includes those who have moved house and who have missed payments.

- 1.5. If You need details of those credit reference and fraud prevention agencies from which We obtain and with which We may record information about You, please write to The AA Data Protection Officer at The AA, Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA.
- 1.6. 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 Compliance Manager at the address given in point 1.5 above.
  - \*\*See the AA privacy policy at [theAA.com/termsandconditions/privacy\\_policy.html](https://theAA.com/termsandconditions/privacy_policy.html)
- 1.7 Please ensure that Your drivers are aware that the AA may provide You details of any or all requests for service made under AA Fleet Pay For Use Breakdown Assistance.

## AA COMPANY DETAILS

The Automobile Association Limited is incorporated with limited liability in Jersey number 73356. Registered Office: 22 Grenville Street, St Helier, Jersey JE4 8PX, Channel Islands.

Head Office: Fanum House, Basingstoke, Hampshire RG21 4EA. Branch registered in England and Wales number BR004875.

# USEFUL CONTACT INFORMATION

We will be only too happy to assist you and to answer any questions that you may have.

Simply dial the number for the service you require.

## Breakdown Assistance

Fleet Rescue

**0800 424 151**

Truck Rescue

**0800 424 151**

**For general enquires, to renew your membership or purchase European Breakdown Assistance:**

Please phone us on

**0800 55 11 88**  
(option 1)

or write to

**AA Business Services  
Swallowfield One  
Wolverhampton Road  
Oldbury B69 2AG**

Email:

**[fleetcustomers@theAA.com](mailto:fleetcustomers@theAA.com)**

Internet:

**[theAA.com/business](http://theAA.com/business)**

SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation by calling 07900 444 999.

Information is available in large print, audio and Braille on request. Please call 0800 262 050 for details. Deaf, hard of hearing or speech-impaired customers who have a textphone can call 0800 32 82 810.

**[theAA.com/business](http://theAA.com/business)**