

Motoring Assistance Services: Terms and Conditions for Pay on Use

We're sorry to hear you've broken down. We'd like to thank you for choosing to use the AXA Breakdown Pay on Use service. This document sets out the terms and conditions on which this service will be provided and what you can expect from us. It provides contact details for us and also describes what you can do if things go wrong.

Our Pay on Use service is available on a 7 days a week, 24 hours a day basis. If you need our help, please call us on 01737 334235

You may have to pay a charge if you call us on this number from a mobile phone.

Please make sure you can provide us with the make and model of your vehicle, an indication of what is wrong with your vehicle, a contact number and details of where you are (including an SOS box number, if applicable), so we can find you easily. Please stay in a safe place by or near your vehicle until we arrive.

These terms and conditions are valid for all customers using the AXA Breakdown service from [date] but may be amended at any time. Amendments will not apply to any AXA Breakdown service requested before the amendment is published. These terms are designed for single use only in the UK and do not provide ongoing cover.

Please keep these terms and conditions in a safe place.

AXA Breakdown Pay on Use Service

The AXA Breakdown Pay on Use service is provided by AXA Assistance (UK) Limited, which also operates the 24-hour motoring assistance helpline.

The following rates apply to the AXA Breakdown Pay on Use service. You must pay these in full before we provide you with a service.

Table of Rates		
AXA Breakdown	Service	Applicable rate (including VAT)
Initial call out (excluding motorcycles and vehicles greater than 2.5T)	30 minutes roadside assistance at your breakdown location and if your vehicle can't be repaired, recovery to a suitable garage or other chosen location within 10 miles of where your vehicle has broken down	£97.50
Initial call out (motorcycles)	30 minutes roadside assistance at your breakdown location and if your vehicle can't be repaired, recovery to a suitable garage or other chosen location within 10 miles of where your vehicle has broken down	£127.00
If you want to go further	Additional miles recovery (in excess of first 10 miles within the initial call out fee) to a suitable location of your choice	£1.89 on a round trip basis
Misfuelling	Draining and flushing the fuel tank where you have misfuelled your vehicle or recovery to the nearest suitable garage, where draining and flushing can occur. Includes 10 litres of fuel.	£225.00

This document sets out our terms and conditions of **service** and it is important that **you** read it carefully. Each section explains what services **we** will provide. There are also general exclusions that apply to all of **our** services, and there are general conditions that **you** must follow to benefit from breakdown assistance.

Meaning of words

Wherever the following words and phrases appear in bold in this document, they will always have the following meanings.

1. We, us, our

AXA Assistance (UK) Ltd of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK. In the Data Protection Act section of this document '**we**' also means the recovery operator **we** send to help **you**.

2. You, your, driver

The person asking for AXA Breakdown assistance who owns and/or is (with the owner's consent) driving the **vehicle** needing assistance. Where relevant, it also includes up to six passengers in the **vehicle** who receive the benefit of AXA Breakdown assistance at the same time.

3. Vehicle(s)

Vehicle means the private car or motorcycle which is:

- no longer than 5.1 metres;
- no heavier than 2,500 kilograms;
- no higher than 1.95 metres; and
- no wider than 2.1 metres (excluding folding items such as wing mirrors);

If the **vehicle you** are in breaks down while **you** are towing a caravan or trailer, **we** will recover the **vehicle** and the caravan or trailer, as long as the caravan or trailer is not more than:

- 8 metres long;
- 3 metres high; and
- 2.55 metres wide.

The **vehicle you** are travelling in must carry a serviceable spare tyre and wheel, and a key that will let **us** remove a wheel secured by wheel nuts for the **vehicle**, caravan or trailer, if it is designed to carry one.

4. Your home

The place where **you** permanently live or where the **vehicle** is kept.

5. Breakdown

Not being able to use the **vehicle** because of:

- a mechanical breakdown;
- an accident;
- vandalism;
- a fire;
- a theft or an attempted theft;

- a flat tyre;
- a flat battery;
- it having no fuel; or
- putting the wrong fuel into it.

6. Territorial limits

AXA Breakdown services are available in the mainland UK, which is Great Britain, Northern Ireland, the Isle of Wight and the Isle of Man.

7. Misfuelling

Accidental and involuntary filling of the fuel tank with inappropriate fuel for the **vehicle**.

Safety

Please take reasonable care at all times, and stay near **your vehicle** until **our** recovery operator arrives. Once **our** operator arrives at the scene, please listen to their safety advice. If the police are present, please tell them that **you** have contacted **us** or give them our phone number to call **us** for **you**.

Help on motorways

If **you** break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the number shown above.

You will only be able to claim the services we provide by contacting the AXA Breakdown emergency helpline number.

AXA Breakdown - Roadside Assistance

Local call out service

- If **your vehicle** has broken down, **we** will arrange and pay for a breakdown vehicle to come to **your vehicle** and spend up to 30 minutes at the roadside to try to get it working again.
- If **your vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange for **your vehicle**, the **driver** and up to six passengers with their luggage to be recovered to a suitable garage for repair or to your home provided this is within 10 miles of where you have broken down.
- **You** must pay for the cost of any repairs.

If you want to go further

If **your vehicle** cannot be repaired by a garage within 10 miles of where **you** have broken down, or if **you** wish to be recovered to a location more than 10 miles away from the breakdown site, **we** will arrange for **you** to be taken to **your** preferred location. Your recovery operator will be able to take you on to your preferred location once payment for this additional service has been made. Please call us on 01737 334235

- to make payment for the additional distance required.

- You will be charged at the rate shown in the Table of Rates applicable to our services for any miles in excess of the initial 10 miles included in the call out fee.
- You must pay for the cost of any repairs.

Misfuelling

If you have misfuelled your vehicle, we will arrange for a specialist recovery operator to drain and flush the fuel tank on site using a specialist roadside vehicle or recover your vehicle, the driver and up to 6 passengers to the nearest repairer within 10 miles to drain and flush the fuel tank. You must pay for the cost of any additional repairs, including damage caused by

- foreign matter entering the fuel system;
- mechanical or component damage to your vehicle
- the cost of hiring an alternative vehicle in the event mechanical or component damage is sustained
- defects arising directly and/or indirectly as a result of misfuelling or a defect which existed before the incident of misfuelling

AXA Breakdown assistance is subject to the general exclusions and conditions of service shown below.

What is not included

The following exclusions apply to the AXA Breakdown service.

1. The cost of fuel (other than in respect of misfuelling) or any spare parts needed to get your vehicle working again, or any costs that arise from not being able to get replacement parts.
2. The cost of paintwork and other cosmetic items.
3. Labour costs for more than 30 minutes of roadside help.
4. The cost and quality of repairs when your vehicle is repaired in any garage your vehicle is taken to.
5. Any toll or ferry fees incurred by the driver of the recovery vehicle whilst transporting your vehicle
6. Help or recovery if the vehicle is partly or completely buried in snow, mud, sand or water
7. Damage or costs that arise from us trying to get into the vehicle after you have asked for help.
8. Losses of any kind that come from providing, or delaying providing, the services this cover relates to unless caused by our negligence or wilful act for example, loss of earnings, the cost of food and drink and costs we have not agreed beforehand.
9. Loss or damage to personal possessions you leave in your vehicle.
10. Moving animals. We will decide whether or not to move any animal from the vehicle, and if we agree to do this, it will be completely at your own risk and cost.
11. The costs of getting a spare wheel or tyre for a roadside repair if the vehicle does not have one. We will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the driver is not able to provide a key to do this.
12. Recovery to more than one address in respect of any one breakdown.
13. Any cost that you can get back under any insurance policy or under the service provided by any motoring organisation.

14. Transport for more than a **driver** and six passengers.

15. Any claim:

- if **you** do not have a valid licence to drive in the UK or are not keeping to the conditions of **your** licence; or
- if the person requesting assistance is not authorized to drive the **vehicle**
- if **your vehicle** is not taxed or does not have a valid MOT certificate, if required

16. Any claim that comes from a poor-quality repair.

17. Any loss or damage caused to the **vehicle** or any loss or cost arising from or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

18. Loss or damage caused by war, revolution or any similar event.

19. Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which is outside our reasonable control, including severe weather conditions and congestion.

20. Mobile phone, phone call and postage costs.

21. Any costs relating to the caravan or trailer if the caravan or trailer is not attached to the **vehicle** at the time of the **breakdown**

22. Any costs not agreed by **us** and paid for by **you** in advance.

General conditions of service

We will be unable to provide AXA Breakdown services unless **you** comply with these conditions:

1. **Your vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence.
2. **We** have the right to refuse to provide a service if **you** or **your** passengers are obstructive or if **you** or they are abusive to **our** agents and/or **our** recovery operators.
3. **You** are responsible for keeping the **vehicle** and its contents safe. **You** must be with the **vehicle** at the time **we** say **we** expect to be there to assist **you**.
4. **You** may have to pay an additional charge if, after asking for help which **you** have paid for, **your vehicle** is moved in any other way, or **you** have provided location details which are incorrect.
5. All payments for AXA Breakdown services must be made by credit or debit card through **our** office in Redhill by calling 01737 334235 before **we** provide a service.
6. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf. **You** are responsible for ensuring the quality of any repair.
7. Nothing in this Agreement shall in any way exclude or limit either party's liability for either death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation; or which it is unlawful to exclude liability; Subject to this AXA Breakdown's liability shall not exceed £5,000 in respect of any one event or series of events.
8. If **we** cannot repair **your vehicle** by the roadside, **we** will choose a suitable garage within 10 miles of your location (or further if **you** ask and pay for that service) that can carry out a repair. **You** must make the payment to them directly for the repair.
9. **Our** recovery operator will only make a temporary roadside repair to **your vehicle** and **you** will be responsible for making a permanent repair. **You** will be responsible for any costs or any damage

to **your vehicle** if **you** continue to drive it as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is aimed only to allow **you** to drive the **vehicle** to a suitable facility so a permanent repair can be carried out.

10. If **your vehicle** needs to be taken to a garage after a **breakdown**, it must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees by credit or debit card before **we** arrange to recover **your vehicle**.
11. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move **your vehicle**.
12. If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not provide a service.
13. This agreement is between **you** and **us**. Any person or company who is not involved in this agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of it. This does not affect any other rights another organisation has apart from under that Act.
14. These terms and conditions are governed by the laws of England and Wales.

Our promise

We want to give **you** the best possible service. If **you** are not happy with **our** service, the procedure below explains what **you** should do.

Complaints procedure

You can write to the Quality Manager at:

AXA Assistance (UK) Limited
The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, UK.

Or **you** can phone 01737 334235

Or **you** can send an email to : quality.assurance@axa-assistance.co.uk

If it is impossible to reach an agreement, **you** may have the right to make an appeal to The Retail Ombudsman for an impartial assessment of your complaint by writing to:

The Retail Ombudsman
33 Floor, Euston Towers,
286 Euston Road
London, NW13DP
United Kingdom

or by email: enquiries@theretailombudsman.org.uk

Details on how to take your complaint further can also be found on the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/consumers/odr/> which has been set up by the EU Commission

Website: <http://www.theretailombudsman.org.uk>
Phone: 0203 137 8268

You will not be charged for use of this service.

Use of Your Personal Data

Details of you, will be held by us (acting as data controllers) , for the provision of our pay on use breakdown assistance service, complaints handling, sanctions checking and fraud prevention purposes, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary to comply with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of you or others involved in your motor breakdown, in order to provide the services described in the pay on use terms & conditions,
- b. disclosure of information about you to companies within the AXA group of companies, to our service providers and agents in order to provide you with breakdown assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of your telephone calls for the purposes of record-keeping, training and quality control;
- d. obtaining and storing any relevant and appropriate photographic evidence of the condition of your vehicle which is the subject of the use of our pay on use service and for the purpose of providing the services mentioned on our terms and conditions; and
- e. sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). Marketing activities may include matching your data with information from public sources, for example government records of when your MOT is due, in order to send you relevant communications. You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, both as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer
The Quadrangle
106-118 Station Road
Redhill
RH1 1PR
UK
Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk. Alternatively, a hard copy is available from us on request.

Other formats

Please contact us on 01737 334235 if you would like a copy of these terms and conditions in another format such as in large print or on audio disc.