

Jamaica Automobile Association (JAA) General Terms and Conditions

The following General Terms and Conditions constitute the agreement by and between you and the JAA. Any use of JAA's membership card or any attempt to access the JAA's services by you constitutes acceptance of all terms, conditions, policies and procedures as most recently adopted by JAA. You become a JAA Member upon payment of applicable fees. JAA may amend this agreement by giving the Member thirty (30) days written notice via email. Any use of the services or request for the JAA services by the Member after the expiration of such notice constitutes acceptance by the Member of such change(s) and the agreement of the Member to abide by the same.

1. These General Terms and Conditions shall prevail over any Terms and Conditions, Promotional document or Agreement between a Member and JAA, related to any JAA service ("Supplemental Terms") save and except the JAA ADVANCE fleet management system and any other service which explicitly excludes these General Terms and Conditions in its applicable Terms. All Supplemental Terms are hereby incorporated by reference and these General Terms shall prevail to the extent of any conflict with the Supplemental Terms.

Service Standards

2. In the performance of its services hereunder, JAA will use its best endeavours, traffic conditions and weather permitting, to ensure:

2.1. Prompt Response

JAA responds to requests for its services in a timely manner. In this regard JAA staff and equipment are normally at the location of the accident or otherwise within 40 minutes after being notified by the relevant personnel.

2.2. Public Courtesy

The personnel of JAA are polite, courteous, helpful and extremely professional to all members of the public in carrying out their tasks of providing roadside assistance and towing services.

2.3. Suitable Equipment

JAA utilizes modern equipment for breakdown, recovery and towing services.

2.4. Health and Safety

JAA adheres to internationally recognized procedures for health, safety and environmental standards, which are applicable for the protection of the public and its employees from hazards arising from the provision of emergency roadside assistance services.

2.5. Licensed Vehicles and Equipment

All vehicles and equipment which are utilized in providing the agreed services are licensed, insured and registered in accordance with the Laws of Jamaica.

2.6. Trained Personnel

The JAA's team of personnel is comprised of experienced and trained mechanics, wrecker operators and technicians who exhibit strong leadership and dedication. JAA shall provide and outfit its personnel at all times with appropriate safety gear and equipment and shall take all reasonable steps to ensure that its personnel wear such safety gear and equipment while providing the said services.

2.7. Third Party Discounts and Benefits

JAA Membership includes an ever-updating list of benefits including discounts on products and services from various third parties. JAA negotiates with third parties often to ensure these benefits offered keep up with the diverse interests and needs of our Members.

3. JAA shall provide the aforementioned services, in a diligent, effective and professional manner, in accordance with internationally acceptable standards of proficiency and safety and with due care and attention to the property and interests of others; and shall at all times take all precautions necessary to avoid causing loss or damage to third parties or their property in the course of carrying out the services hereby contemplated.

4. JAA hereby expressly disclaims responsibility for any loss of income or any loss or damage arising from the inability to provide any JAA service.

The JAA Card and Access to JAA Services

5. To access JAA services, all fees payable by the Member in relation to JAA Membership must be paid up at the time of the request for assistance. Membership fees and fees paid for the procurement of any third-party service provider in the provision of roadside assistance are non-refundable.

6. JAA Membership and associated JAA Membership Card ("the JAA Card") are personal to each JAA Member. The JAA Card provides coverage for the individual to which the associated membership number was assigned **only**, and coverage does not extend to any other person unless otherwise stated in and in accordance with any applicable Supplemental Terms. For the avoidance of doubt, access to JAA Services is not tied to a specified vehicle unless the membership was issued to a corporate entity under Supplemental Terms in which it is the vehicle and not JAA Member that is covered for assistance.
7. The JAA Card shall be used solely by the Member with whom the associated membership number is assigned, who must be present with the vehicle being assisted. The JAA Technician reserves the right to request appropriate photo identification of the Member prior to providing service.
8. Where membership cannot be verified, JAA reserves the right to provide assistance on payment of a service deposit by the person requesting service. The service deposit is refundable if membership is validated later.
9. JAA reserves the right to refuse service where:
 - a) Membership is active for less than 24 hours;
 - b) Cheques used for payment of membership are uncleared;
 - c) Where JAA reasonably believes that a non JAA Technician (including without limitation, mechanic, roadside assistance team, individual etc.) has already attempted to remedy the same issue on the same manifestation, prior to the arrival of a JAA Technician. The Member must contact the JAA first for assistance;
 - d) Vehicle requiring assistance is on the premises of a motor repair garage, service station or any other place deemed a repair facility.
10. The JAA Card is the property of JAA. In the event it is lost, stolen or damaged, a report must be made to JAA within fourteen (14) days and JAA reserves the right to charge a replacement fee.
11. JAA's roadside assistance service is understood between the Member and JAA to be for the purpose of assisting an individual in emergency situations in relation to the Member's habitual use of a single vehicle for non-commercial purposes, or a designated vehicle for a specified commercial purpose in accordance with the category of JAA membership held and/or any applicable Supplemental Terms. As a result, JAA reserves the right to refuse service or terminate membership where it reasonably considers use by a Member as overly excessive or irresponsible. Where the same vehicle requires emergency services more than three times in any given month, having given consideration to the type of emergency services rendered and their weight as evidence of the roadworthiness of the vehicle or

state of repair of any of its parts, JAA may request that a Member ensures that the said vehicle is placed in a sound mechanical and roadworthy condition and, until this has been done, any further requests for free service rendered toward that vehicle may be refused or service provided for a fee.

Term and Termination

12. JAA Membership shall be for a term of one year commencing on the date of payment of the membership fee and shall be automatically renewed on the anniversary of such date upon payment of the membership fee unless the membership fee is not paid on or before the anniversary or membership is terminated in accordance with the terms herein.
13. JAA reserves the right to cancel membership where it determines at its sole discretion overly excessive and irresponsible use of its membership.
14. JAA will advise an applicable Member in writing of termination giving fourteen (14) days' notice of termination. The member will be refunded, via a cheque, the remainder of the membership cost for the year and the Member can re-apply for new membership after 6 months at the then prevailing membership rate.
15. A member may terminate their membership by giving fourteen (14) days' notice of termination in writing to JAA. A full refund will be initiated if termination is within 1 month of membership and no benefits have been used. No refund will be initiated if termination is after 1 month of membership or if termination is within 1 month of membership and benefits were utilized within the month. The Member can re-apply for new membership at any point at the then prevailing membership rate.

Limitations on Liability and Services

16. JAA shall not be liable for any loss or damage which may be caused by the expiration of a member's vehicle documents, including in the event of failure by JAA to remind the member of the expiration of such document.
17. JAA is not responsible for the transportation of passengers beyond the safe carrying capacity of the JAA's Response vehicle/towing vehicle, however, a taxi can be arranged at the Member's expense.
18. Roadside assistance is applicable to all motor vehicles licensed for use on public roads with the exception of trucks, buses and other heavy vehicles exceeding four (4) tonnes and registered and unregistered tractors and farm equipment. Motorcycles requiring roadside assistance may experience delays in service due to the availability of appropriate equipment.

19. General and/or maintenance repairs are not included in the provision of roadside assistance; only minor repairs will be performed by JAA Technicians. The provisions of spare parts and/or tyres are not the responsibility of JAA.
 20. JAA shall not provide any services where the Member or vehicle is reasonably suspected of requiring the services in furtherance of or in relation to an illegal activity.
 21. Free towing services by JAA are limited to vehicles below two and a half (2.5) tonnes. In the event that any vehicle requires specialist equipment to facilitate towing which JAA in its sole discretion has offered to source or provide, the cost of such equipment shall be the sole responsibility of the Member.
 22. Free Locksmith services are limited to retrieving keys locked inside a vehicle. Where required because the key is lost, stolen or the locks are damaged, JAA may make arrangements for a Locksmith to attend on the Member, however the Locksmith's fees shall be the responsibility of the Member. JAA is not responsible for any minor damage that may occur while attempting to retrieve keys locked in vehicles.
 23. The JAA will give assistance to replace a faulty tyre/wheel with your vehicle's roadworthy spare. In the event that there is no available spare tyre, the JAA will offer any available towing assistance. Any request for the JAA to take the tyre to a tyre repair facility will attract a valet service charge. In the event that a faulty tyre/wheel exceeds the safe lifting capacity of a single individual, the Member will be responsible for settling any fees associated with acquiring additional assistance.
 24. Where you agree to the provision of services by any third-party, whether or not upon the recommendation or arrangement of such service and/or third party by JAA, you acknowledge and agree that JAA makes no representation, warranty or guarantee in relation to the service or parts provided by such third party. JAA shall not be liable for any defects or damage attributable to such third party or their performance of services.
- General Terms**
25. All Notices required under this Agreement as well as queries and comments may be sent by JAA Members to:
 - Memberservices@calljaa.com
 - 876-929-1200-1
 26. JAA shall take all necessary steps to ensure that Member information is stored, protected and kept as confidential using measures no less stringent than those JAA applies to its own confidential information and in any event applying no less than a reasonable standard of care. JAA will not use or disclose or otherwise process personally identifiable information of a JAA Member except as may be required to provide JAA Member Services including to facilitate the access of a JAA Member to a third-party product or service provider where there is an entitlement to or request for such service, or as is required to be disclosed pursuant to any applicable legislation, order of a Court of competent jurisdiction or by any governmental or regulatory agency with authority to demand disclosure.
 27. JAA will not be liable for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain necessary materials in the open market.
 28. These Terms and Conditions and all matters arising out of or relating to them shall be governed by and construed in accordance with the laws of Jamaica.