



# AA Membership Terms & Conditions Booklet

Channel Islands & Isle of Man - Breakdown Cover  
and Arrangement & Administration Contract

You've got **AA** friend

## **Welcome to the AA**

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Welcome to the AA and thank you for purchasing AA Membership.

This booklet sets out the Terms & Conditions of AA Membership Breakdown Cover Policy and of the AA Membership Arrangement and Administration Contract. These Terms & Conditions are valid for Channel Islands & Isle of Man Members joining or renewing on or after 1st February 2009. Please read this booklet carefully and keep it in a safe place as any use of your Membership is subject to these Terms & Conditions.

Please note that whilst most of the Terms & Conditions relating to Breakdown Cover apply to all Channel Islands & Isle of Man Members, there are some variations depending on the type of cover you have purchased. To work out which of the Terms & Conditions apply to your particular Membership, please make sure you are aware of the type of cover you hold. This will be detailed in the accompanying letter or advised to you in writing separately. This will confirm if your Membership is annual or continuous and the level of breakdown cover you hold (which determines the extent of services you receive). If you are uncertain of this information then please call customer enquiries on 08705 444 444 where one of our advisors will be able to help.

Separate Terms & Conditions apply for Members resident in the UK - to receive a copy please call 08705 444 444.

AA Membership can involve you contracting with two insurers for your breakdown cover: Roadside Assistance, Home Start and Relay are provided by The Automobile Association Limited and Stay Mobile is provided by Acromas Insurance Company Limited. The Terms & Conditions of breakdown cover are set out in the "AA Membership Breakdown Cover Policy" part of this booklet. AA Membership also involves a separate contract between you and us (Automobile Association Insurance Services Limited) under which we agree to arrange and administer your AA Membership Breakdown Cover (see the "AA Membership Arrangement and Administration Contract" part of this booklet). The premium(s) due to the insurer(s) and the fee(s) for our services are detailed in the accompanying letter or advised to you in writing separately and together these amounts make up the total cost of your AA Membership.

Automobile Association Insurance Services Limited

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## USEFUL CONTACT INFORMATION

### Contact numbers and addresses

For help following a breakdown in the British Isles.....	0800 887 766
To renew your Membership.....	0800 435 980
To make changes, cancel or enquire about your AA Membership.....	08705 444 444
To purchase European Breakdown Cover.....	0800 444 500
For help following a breakdown in the Republic of Ireland (under discretionary/reciprocal arrangements) .....	00 800 88 77 66 44
Automated UK traffic and weather information service.....	08705 500 600
Enquiries.....	customersupport@theAA.com
Internet.....	www.theAA.com

Customers calling from a mobile on the Isle of Man may need to add a '19' prefix to any of the above contact numbers. Similarly, customers calling from the Channel Islands may need to remove the '0' from the beginning of any of the above contact numbers.

SMS text messaging is available for use by deaf, hard of hearing or speech impaired Members in a breakdown situation by sending an SMS to 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 Members who have a textphone can call 0800 32 82 810.

## **AA MEMBERSHIP BREAKDOWN COVER POLICY – YOUR CONTRACT WITH THE INSURER(S)**

### ***What to do if you have broken down***

#### ***Where cover is available:***

Breakdown cover detailed in this Policy only applies when you are travelling in such parts of the British Isles as detailed in the relevant parts of the 'Service Descriptions' section on pages 9-11.

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

If you have broken down and require assistance, please contact the AA on 0800 887 766. 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:***

If you have access to breakdown cover under Personal Membership please always carry your Membership card with you (this is also applicable to Joint and Family Members).

If a valid Membership card and additional proof of identity cannot be produced, the AA reserves the right to refuse service. For further details please refer to General Terms & Conditions, clause 3f, page 13.

When you contact the AA for assistance you will be asked to show your Membership card to ensure that only those Members entitled receive service. If you require assistance please be prepared to show this card.

Please also note that you should advise the AA immediately of any changes to name or address. Please refer to General Terms & Conditions, clause 14 page 16.

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

If you are not entitled to any AA Membership breakdown assistance services or you are not, at the time of the breakdown, entitled to the particular assistance service(s) you require, the AA may still be prepared to provide the required assistance. However, if so, in addition to paying the usual Premium for the relevant AA Membership cover, a supplementary premium will be payable. In addition, if you have broken down and require, but don't have, Relay (and the AA is prepared to upgrade your AA Membership to include this) the AA is entitled to limit the distance of the recovery under Relay on this occasion. The maximum mileage will be notified to you when you request assistance and you will be charged for any recovery provided in excess of this mileage.

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

Subject to any statutory rights you may have as a consumer, if the AA provides breakdown assistance services under your AA Membership, at your request or at the request of someone who the AA reasonably believes is entitled to request assistance under your Membership, and subsequently it becomes apparent that you have not paid for your Membership 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 Membership Breakdown Cover the AA really want 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:** .....0845 607 6727

**Text phone users can ring:** .....0845 850 1207

**Or write to:** .....Member Care, The Automobile Association, Lambert House,  
Stockport Road, Cheadle, Cheshire, SK8 2DY.

**Fax:** .....0161 488 7613

**Email:** .....customersupport@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. If, in regard to a complaint about Stay Mobile, you are still not satisfied after you have received a full response, or after 8 weeks have passed, you can contact the Financial Ombudsman at Insurance Division Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800 or email: enquiries@financialombudsman.org.uk.

### **Financial Services Compensation Scheme (FSCS) for AA Membership Breakdown Cover:**

Stay Mobile, which is provided by Acromas Insurance Company Limited ("AICL"), is covered by the FSCS.

If you have purchased Stay Mobile you may be entitled to compensation from the scheme if AICL cannot meet its obligations in relation to that cover. This depends on the type of business and the circumstances of the claim. General insurance provided by a regulated insurer such as AICL is covered 100% for the first £2,000, and 90% of the balance of the claim. Further information about the compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 020 7892 7300.

Please note that Roadside, Relay and Home Start are provided by The Automobile Association Limited and this company does not fall within the FSCS.

## ***Definition of words and phrases used in this Policy***

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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 relevant insurer of the breakdown cover being The Automobile Association Limited for Roadside Assistance, Relay and Home Start and Acromas Insurance Company Limited for Stay Mobile or either or both of those insurer(s), as the context requires or allows.

**'AAIS'** means Automobile Association Insurance Services Limited.

**'breakdown'** means an event:

- a) which 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 a 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.

**'Member'** means: the person to whom the Membership documentation is addressed and who has purchased or been given Membership;

**Please note:** Any contract for breakdown cover is between the Member and the AA and not between the AA and any person nominated as a Joint or Family Member.

**'Member's Home Address'** means the address which the AA has recorded as the home address of the Member at the time of the relevant breakdown or accident.

**'Membership Year(s)'** means the period(s) of 12 months commencing from the start of the Membership or from any anniversary of the start of that Membership

**'You', 'Your'** means: the Member and/or, if the context requires, any Joint or Family Member who has been nominated by the Member;

**'Your Vehicle'** means: the vehicle in which the Personal Member or any Joint or Family Member is travelling in at the time of the relevant breakdown or accident; and provided always that any such vehicle meets the vehicle specifications set out on page 8.

**'Resident Island'** means: whichever of the Channel Islands or Isle of Man is the island on which the Member permanently resides.

## **Breakdown Cover - What's Available**

This section details the different kinds of cover that are available under the AA Membership Breakdown Cover Policy. The cover you hold will be set out in the accompanying letter, or if changes are made these will be confirmed separately to you in writing.

### **Services available**

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The AA offers a number of breakdown assistance services which can be purchased as part of Membership. These include:

- **Roadside Assistance in the British Isles and Extended Local Recovery on Resident Island** – this service provides assistance if you break down more than 1/4 mile from the Members Home Address. Please refer to page 9 onwards for further details.
- **Home Start** – this service is designed to provide assistance for breakdowns occurring at home. We will aim to repair your vehicle in order for you to continue your journey or, if we are unable to do this, we will provide a local recovery to the nearest suitable repairer.
- **Relay** - Regardless of where you break down, if we are unable to fix your vehicle at the roadside or arrange a prompt local repair, this service will transport you, Your Vehicle & up to 7 passengers to any single destination of your choice in the UK mainland, Northern Ireland or your Resident Island. Please refer to page 10 onwards for further details.
- **Stay Mobile** – If you are broken down and the AA cannot arrange a prompt local repair. Stay Mobile provides alternative travel options. You could choose from a replacement car for up to 72 hours (a collection and delivery service, or equivalent, is available from chosen suppliers, subject to availability and to supplier's terms and conditions (including payment of supplier's fuel charges); public transport costs or overnight accommodation. Please refer to page 10 onwards for further details.

All Members must buy Roadside Assistance; Relay, Home Start and Stay Mobile services are only available 24 hours after purchase.

### **Types of cover**

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**Personal Membership is available as either:**

- **Single Membership:** Covers the Member, as driver or passenger, in any vehicle (within the limits specified on page 8); or
- **Joint Membership:** Gives one other nominated person living at the Member's Home Address access to the Member's cover; or
- **Family Membership:** Gives up to three other nominated people living at the Member's Home Address access to the Member's cover.

## ***Duration of cover***

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Personal Membership is available on either an annual or continuous basis:

- **Annual Membership:** cover is for 12 months and is paid for in a lump sum or four quarterly instalments. If you pay for Annual cover under a recurring payment authority, for example by Direct Debit, your cover will automatically be renewed at the end of the Membership Year. You will always be advised of this in advance and have the opportunity to cancel your Membership;
- **Continuous Membership:** cover is paid for monthly but runs on a continuous basis until cancelled.

Please refer to page 14 for further details on cancellation.

Although most of the Terms & Conditions within this Policy apply to both annual and continuous Membership there are some variations. These differences are detailed in the relevant places throughout the AA Membership Breakdown Policy part of this booklet.

## ***Vehicle specifications***

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Breakdown assistance is only available for cars, vans, minibuses or motorcycles which meet the specifications set out below.

Please note that “car, van, minibus or motorcycle” does not include, amongst other things, electric pavement vehicles, electrical wheelchairs, bicycles (including electric bicycles), any vehicle which cannot lawfully be used on the public highway and/or any non-motorised vehicle.

<b>Maximum Vehicle Weight:</b>	3.5 tonnes (3,500kg) gross vehicle weight
<b>Maximum Vehicle Width:</b>	7ft 6in (2.3m)

Assistance will also be provided for a caravan or trailer which was on tow at the time of the breakdown, provided that it falls within the above limits.

## ***Transportation of Animals***

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Please note that horses or livestock will not be recovered and the recovery of any animal is generally at the AA's discretion. See under General Terms & Conditions, clause 1m, page 12.

## Service Descriptions

### **Roadside Assistance in the British Isles and extended local recovery on Resident Island**

*Provided by The Automobile Association Limited*

#### **What is covered:**

- Roadside Assistance is available to You in the UK and on Your Resident Island (for Channel Island residents this will include both Jersey and Guernsey) if Your Vehicle is stranded on the highway more than a quarter of a mile from the Member's Home Address following a breakdown or accident;
- If, following a breakdown, a patrol or appointed agent cannot fix Your Vehicle within a reasonable time, Your Vehicle, together with the driver and up to a maximum of seven passengers, will;
  - a) following a breakdown in the UK or, for Channel Island residents only, in whichever of Jersey or Guernsey is not Your Resident Island, be taken to the AA's choice of appropriate local repairer or, alternatively, to a local destination of Your choice, provided it is no further, and
  - b) following a breakdown on Your resident island, be taken together with the driver and up to a maximum of seven passengers (see General Terms & Conditions, clause 1g, page 12) to a single destination of Your choice on the Member's Resident Island. If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation.
- The AA will make a telephone call at Your request following a breakdown.
- Please note that any contract for repair, other than repairs carried out by the AA or its agent at the roadside under Your AA Membership, is between the person requesting the repair and the repairer - it is not the AA's responsibility to instruct the repairer to undertake any work required or to pay them for it.

The AA does not guarantee that any recovery to an relevant local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst the AA will endeavour to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed and the AA does not provide any assurance or warranty with respect to any work carried out at Your request by any third party repairer.

#### **What is not covered:**

- The cost of spare parts, fuel, oil, keys or other materials required to repair Your Vehicle or any supplier delivery or call out charges related to these items;
- The cost of any labour, other than that provided by the AA or its agents under your AA Membership at the scene of the breakdown or accident;
- 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;
- Routine maintenance and running repairs e.g. radios, interior light bulbs, heated rear windows;
- Any recovery or tow following an accident (see General Terms & Conditions, clause 2, page 13);
- Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by You;
- A second or subsequent recovery, after Your Vehicle has been recovered following a breakdown;
- All things excluded under General Terms & Conditions (see pages 12-16).

## **Home Start**

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*Provided by The Automobile Association Limited*

### **What is covered:**

- Home Start provides access to the same service as is available under 'Roadside Assistance' following a breakdown or accident at or within a quarter of a mile of the Member's Home Address.

### **What is not covered:**

- All things excluded under 'What is not covered' within 'Roadside Assistance in the British Isles and extended local recovery on Resident Island' on page 9.

## **Relay**

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*Provided by The Automobile Association Limited*

### **What is covered:**

- Relay is an optional extra to Roadside Assistance and is available only to those who have paid for the additional Relay cover at least 24 hours before the breakdown occurred; it is not available to those who only hold Roadside Assistance in the British Isles and extended local recovery on Resident Island;
- Relay is available when the AA provides either Roadside Assistance or Home Start service and the AA cannot arrange a prompt local repair;
- Relay provides recovery of Your Vehicle, together with the driver and up to a maximum of seven passengers to any single destination of Your choice on the UK mainland or in Northern Ireland or on Your Resident Island (see also General Terms & Conditions, clause 1g, page 12). For Channel Island residents, and for these purposes only, recovery can be to any single destination on either Jersey or Guernsey.

### **What is not covered:**

- If you join already requiring Relay and the AA is prepared to provide Relay assistance for the breakdown concerned then, in addition to charging an increased premium, the AA is entitled to limit the relevant recovery under Relay to the maximum mileage notified at the time the request for the relevant assistance was made and to charge for any recovery provided in excess of that mileage;
- All things excluded under 'What is not covered' within 'Roadside Assistance in the British Isles and extended local recovery on resident island' on page 9.

### **Compassionate Relay Assistance:**

The AA may be prepared to make Relay available if You are, or the driver of Your Vehicle is, unexpectedly taken ill during a journey and no other passenger can drive Your Vehicle so as to complete Your intended journey. Any Compassionate Relay Assistance is given at the AA's absolute discretion and subject to the production of any proof of illness that the AA reasonably requires.

## **Stay Mobile**

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*Underwritten by Acromas Insurance Company Limited which is authorised and regulated by the Financial Services Authority.*

### **What is covered:**

- Stay Mobile is available if Your Vehicle is immobilised following a breakdown which the AA has attended under Roadside Assistance or Home Start and where the AA cannot arrange a prompt local repair. Members with Stay Mobile may choose from either a replacement vehicle OR overnight accommodation OR public transport costs (see below for full details of what is covered under each benefit).

**What is not covered:**

- Stay Mobile cannot be provided retrospectively except in exceptional circumstances that may be agreed by the AA at its discretion;
- Stay Mobile is not available following an accident (see General Terms & Conditions, clause 2, page 13)

**Stay Mobile benefit options:****A: Replacement vehicle****What is covered:**

This benefit consists of arranging and paying for a replacement mid-range saloon or hatchback type car with engine capacity up to 1,600cc, plus insurance, for up to 72 hours from an AA chosen supplier. Where possible, and unless the receipt of the hire vehicle is delayed at Your request and with the AA's agreement, the AA will arrange for any replacement vehicle to be provided by the supplier around the time and point of the relevant breakdown. If the hire vehicle is not taken at that time, You are responsible for arranging delivery direct with the relevant supplier. The AA may be prepared to assist in the making of these arrangements. A collection and delivery service (or equivalent) is available from the chosen suppliers, subject to availability, to the supplier's terms and conditions and to Your payment of the supplier's fuel charges connected with collection and/or delivery. A minimum of two hours notice is required by the suppliers to arrange the delivery of a vehicle. The collection and delivery service will only be available to Mainland UK destinations and to a maximum delivery distance of thirty miles. You are responsible for making arrangements for the return of the hire vehicle to its supplier.

**What is not covered:**

- Other charges arising from Your use of the hire vehicle, such as (without limitation) fuel costs (including those resulting from collection and/or delivery of the hire vehicle), any insurance excess charges, and charges arising if You keep the vehicle for more than 72 hours;
- Replacement vehicles cannot be supplied with a tow bar, and therefore Your caravan or trailer will have to, if eligible, be recovered under Relay with Your Vehicle.

**Please note:** Replacement cars are supplied to You by the AA's chosen suppliers, the vehicle hire arrangement will be between You 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 deposit e.g. for fuel;
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months.

**OR**

**B: Public transport costs**

The AA will reimburse reasonable public transport costs incurred by the driver and up to a maximum of seven passengers (see General Terms & Conditions clause 1g, page 12) in travelling to a single UK mainland destination, Northern Ireland or on Your Resident Island. For Channel Island residents we will cover your costs for whichever Jersey or Guernsey is not Your Resident Island;

Claims should be made in writing and sent together with proofs of purchases and receipts to: The AA, Stay Mobile Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA.

**OR**

**C: Overnight accommodation**

The AA will arrange and pay directly for one night's bed and breakfast on the day of the breakdown at a hotel of its choice for the driver and up to a maximum of seven passengers (see General Terms & Conditions clause 1g, page 12).

Please note that any additional costs incurred during overnight accommodation such as other meals, drinks, telephone calls and newspapers are not included. You must settle these direct with the hotel before leaving.

## General Terms & Conditions

### General exclusions

1. AA Membership breakdown cover does not provide for:
  - a. vehicle servicing or re-assembly, for example, where this is required as a result of neglect or unsuccessful work on the vehicle (including, but not limited to, DIY vehicle maintenance), other than that on the part of the AA or its agents;
  - b. the cost of garage or other labour required to repair Your Vehicle, other than that provided by the AA or its agents at the scene of the breakdown or accident;
  - c. any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. The AA will arrange for your vehicle to be taken to a local garage or another location of your choice, providing it's no further, but you will have to pay for any work required;
  - d. any additional charges resulting from Your failure to carry a legal and serviceable spare wheel(s) or tyre(s), except where this is not provided as manufacturers standard equipment. The AA will endeavour to arrange on your behalf, but will not pay for, assistance from a third party;
  - e. having Your Vehicle stored or guarded in Your absence;
  - f. the provision of service 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;
  - g. the provision of service to or for any persons in excess of the number of seats fitted in the vehicle at the time of breakdown, or to anyone who was not travelling in the relevant vehicle at the time of the breakdown. If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation;
  - h. any ferry, toll or congestion charges incurred in connection with Your Vehicle as a result of being recovered;
  - i. the recovery of any vehicles bearing trade plates or which the AA has reason to believe have just been imported or purchased at auction;
  - j. the transportation of immobilised vehicles where the AA considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;
  - k. the cost (including any call out charge) of any locksmith, body-glass or tyre specialist, should the AA consider this to be required. The AA will endeavour to arrange this help on Your behalf, however it will not pay for these specialist services and any contract for services provided will be between You and the relevant specialist. If, in the AA's reasonable opinion, Your Vehicle requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by AA patrols is required, the AA will arrange the recovery but at Your cost. If use of a locksmith or other specialist would, in the AA's opinion, mobilise the vehicle, no further service will be available for the breakdown in question;
  - l. the cost of any specialist lifting equipment (not normally carried by AA patrols), if this is, in the view of the AA, required to provide assistance e.g. when a vehicle has left the highway, is standing on soft ground or is stuck in snow or floodwater. In these instances, the AA will arrange recovery but at Your cost. Once the vehicle has been recovered to a suitable location, normal AA service will be provided;
  - m. the transportation or arrangement of the transportation of any animal (other than 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 does, at it's absolute discretion, agree to transport any 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;

- n. assistance for vehicles broken down as a result of taking part in any "Motor Sport Event", including, without limitation, racing, rallying, trials or time-trials or auto test. However, for the avoidance of doubt, the AA does not consider "Concours d'elegance" events, track test days for road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be Motor Sports Events.
2. AA Membership breakdown cover does not provide for any vehicle recovery following an accident. The AA may, if You request, be prepared to provide recovery following an accident but, if so, You will be responsible for paying the AA's charges for this assistance (including, but not limited to, any charges relating to any specialist equipment used). If following an accident, You require one of the Stay Mobile services (and You have Stay Mobile), the AA may, again, be prepared to arrange this for You but will not be responsible for any costs involved. You must pay, on request, any applicable charges. You must also give the AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause. 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.

## ***General rights to refuse service***

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Please note: if a Member is refused service by the AA the Member has the right to an explanation in writing (see "Compliments and complaints" page 5 for Member Care contact details).

3. The AA reserves the right to refuse to provide or arrange breakdown assistance where:
  - a. service is requested to deal with the same or similar cause of breakdown to that which the AA attended within the preceding 28 days. It is Your responsibility to make sure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. Nothing in this provision shall affect any rights You may have 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;
  - b. You are not with Your Vehicle at the time of the breakdown and You are unable to be present at the time assistance arrives;
  - c. in its reasonable opinion, Your Vehicle was, immediately before the relevant breakdown or accident, dangerous, overloaded, unroadworthy or could otherwise be unlawful to use on a public road;
  - d. in its reasonable opinion, 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);
  - e. in its reasonable opinion, there has been an unreasonable delay in reporting the breakdown;
  - f. You cannot produce a valid Membership card (or appropriate receipt) and some other form of identification. If these cannot be produced, and the AA is unable to verify that the appropriate Membership entitlement is held, the AA reserves the right to refuse service. However if you are unable to prove entitlement to service or you are aware that you do not hold entitlement to an AA service, the AA may, at its discretion, offer service on the immediate payment (by credit, debit or switch card) of the usual premium for the relevant cover required, plus a supplementary premium for joining while already requiring assistance.

The premium paid will be fully refunded if it can be established to the AA's reasonable satisfaction that the relevant level of service entitlement was held at the time of the breakdown. (For information, please see section 4 of the AA Membership Arrangement and Administration Contract on page 18, for AAIS's fees in the event of refund). Any services provided under Stay Mobile must be paid for in advance by You and will be fully refunded if it can be established to the AA's reasonable satisfaction that entitlement to Stay Mobile was held at the time of the breakdown. Without prejudice to Your statutory rights, no refunds will be given if Membership entitlement cannot be proved, or simply because Your Vehicle cannot be fixed at the roadside;

- g. the AA reasonably considers that You:
  - (i) or anyone accompanying You, 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 You are entitled to services that You are not entitled to; 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.

### ***Additional services***

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- 4. Any additional services made available by the AA which are not described in these Terms & Conditions are provided on a purely discretionary basis and may be withdrawn at any time.

### ***Use of agents***

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- 5. Service from dedicated AA patrols is subject to availability and may be supplemented by use of appropriate agents. 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***

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

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

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- 7. 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 a vehicle after a breakdown 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 vehicle concerned.

### ***Cancellation of Membership***

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- 8. The Member has the right to cancel their Membership within a 14 day 'cooling off period', commencing either from the agreement of the contract (which is the renewal date for renewing Annual Membership) or the receipt of the relevant Membership documents, whichever happens later.

The following refund policy will apply for Members cancelling within the cooling off period:

- a) if the Member joined already requiring assistance, the Member will receive a full refund of the total Membership premium paid less the AA's charges for assistance provided. The minimum charge for this assistance is £90, which excludes any additional recovery charges paid for excess mileage (see under 'Relay', 'what is not covered').
- b) if the Member did not join already requiring assistance, the Member will receive a full refund of the Membership premium minus AAIS's administration charge. Please see section 4 of the AA Membership Arrangement and Administration Contract on page 18, for information on AAIS's fees in the event of cancellation.

You must not, in any event, make further use of the cancelled Membership.

Please note that there will be no separate or additional cooling off period(s) during the Membership Year, regardless of any changes that are made to the Membership.

9. Outside of any relevant cooling off periods (on joining or renewal) the following will apply:
  - a) for Members with Annual cover: subject to any other statutory rights the Member may have, there will be no right to cancel (and therefore no refund of the Membership premium);
  - b) for those with Continuous Membership: the Member can cancel their Continuous Membership cover at any time by giving a minimum of 30 days notice. Cancellation will take effect at the next payment date following the end of the notice period. Please note that Continuous Members are entitled to change their level of breakdown cover at any time. However if the Member asks for a service to be removed from the cover held then this will take effect at the next payment date and no part month refund of premium.\*
10. The AA shall have the right to cancel any Membership Breakdown Cover Policy if:
  - a) the AA has been entitled to refuse service under clause 3g page 14;
  - b) the maximum number of call outs, as set out in the AA's Service Control on page 17, has been reached or exceeded in any two consecutive Membership Years;
  - c) Membership was taken out where the AA was, or is, entitled to cancel an existing or previous Membership under sub paragraph a) or b) of this clause.

No refund of premium\* shall be due to the Member following a cancellation under sub-clause a) and b). In the event that the AA cancels a Membership in accordance with sub-clause c), the AA shall give Members with Annual cover a pro rata refund of the premium based on the unexpired cover at cancellation provided no service has been given.

For those with Continuous Membership, cancellation will take effect at the next payment due date and no refund of the premium will be due to the Member.\*

11. The AA shall also have the right to cancel a Continuous Membership contract:
  - a) immediately if any month's Continuous Membership premium or other related charge is overdue;
  - b) at any time by giving at least 45 days notice: cancellation will take effect at the next payment date following the end of this notice period and no refund of premium will be due to the Member.\*

\*Please see section 4 of the AA Membership Arrangement and Administration Contract on page 18 for information on AAIS's fees in the event of cancellation.

## ***Autorenewal***

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12. If Membership is paid annually by Direct Debit, Continuous Credit Card or Quarterly payments, Membership will be automatically renewed at the end of each year. A reminder will be sent to advise of the cost of AA Membership, and any changes to Terms & Conditions that will take effect, at renewal. If a Member does not want to renew on this basis, they should notify the AA at least 7 days prior to renewal. For information, this should be done by contacting AAIS on 0800 435 980, see paragraph 3 of the AA Breakdown Cover Arrangement and Administration Contract on page 18. Please note that Autorenewal does not apply to Continuous Membership cover.

## ***Changes to Terms & Conditions***

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13. a) Annual cover: The AA is entitled to change any of the Terms & Conditions at renewal. The AA also reserves the right to make changes to these Terms & Conditions during the Membership Year, on the giving of reasonable notice, where it reasonably considers this necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.
- b) For Continuous Membership: the AA is entitled to make changes to any of these Terms & Conditions (and to the premium payable) during a Continuous Membership contract, but will always give the Member at least 45 days prior notice of any such change(s).

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

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14. Changes to your name or address must be notified to the AA immediately. This must be done by contacting AAIS on **08705 444 444** or by writing to AAIS at : **Member Administration, The AA, Lambert House, Stockport Road, Cheadle, Cheshire, SK8 2DY.**

Please note that if you pay under a continuous payment authority and your account and/or card details change, we will approach your card provider/bank for, or receive from your card provider/bank, updated details to help continue to provide the services you have requested.

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

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15. While the AA seeks to meet the service needs of Members 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 sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

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

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16. The AA shall not, in any event, and to the extent permitted by law, have any responsibility for (a) any increased costs or expenses, (b) any loss of (i) profit, (ii) business, (iii) contracts, (iv) revenue or (v) anticipated savings or (c) any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise. For the avoidance of doubt, nothing in this clause or these Terms & Conditions shall exclude or restrict the AA's liability for negligence resulting in death or personal injury.

## ***Enforcement of Terms & Conditions***

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17. Failure to enforce or non-reliance on any of these Terms & Conditions by the AA will not prevent the AA from subsequently relying on or enforcing them.
18. None of the Terms & Conditions, or benefits, of AA Breakdown Cover are enforceable by anyone else other than the Member. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

## ***Use of headings***

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

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

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20. Your AA Membership and these Terms & Conditions are governed and should be interpreted by the laws of England and Wales. The EEA State for the purpose of Membership is the United Kingdom. The Terms & Conditions are written in English and all correspondence entered into shall be in English.

## **Service Control – Call Out Limits**

Outlined below are the call out limits that apply to AA Breakdown Cover Policy within each Membership Year. Service Control is designed to help keep Membership affordable by making sure that high use by a minority of Members is avoided.

### **Additional premiums during the Membership Year**

Depending on Your type of Membership, You have the right to call out the AA up to a maximum number of times in each Membership Year. The limits are as follows:

<b>Single Membership</b>	Maximum of 5 call-outs in a Membership Year
<b>Joint Membership</b>	Maximum of 7 call-outs in a Membership Year
<b>Family Membership</b>	Maximum of 8 call-outs in a Membership Year

Please note: For Personal Membership, call-outs made by any Joint or Family Members are also taken into account when calculating whether the service limit has been reached under a particular Membership.

Within the overall service limits set out for Personal Membership above, there is also a separate limit of a maximum of 3 call outs for Stay Mobile in any one Membership year.

If the relevant call-out limit is reached, the AA will be entitled to charge an additional premium upon each subsequent call-out to continue AA Membership Breakdown cover. The AA will also be entitled to restrict the level of breakdown service(s) available to You during the remainder of that Membership year.

### **Additional premiums at renewal**

If the relevant maximum number of call-outs set out below is reached within the last two Membership Years, the AA will be entitled to ask for an increased premium for the following Membership Year.

Additional premiums are only applicable to Members who have held less than 15 years of uninterrupted cover. The maximum call out limits are as follows:

<b>Single Membership</b>	Total of 5 call-outs over the last one or two Membership Year(s)
<b>Joint Membership</b>	Total of 5 call-outs over the last one or two Membership Year(s)
<b>Family Membership</b>	Total of 6 call-outs over the last one or two Membership Year(s)

Unless high use of the service continues the increased premium will only be applicable for one Membership Year. The revised premium will be notified to the Member within the renewal invitation.

## **AA MEMBERSHIP ARRANGEMENT AND ADMINISTRATION CONTRACT - YOUR CONTRACT WITH AAIS**

Set out below are the Terms and Conditions of your contract with Automobile Association Insurance Services Limited ("AAIS") relating to AAIS's arrangement and administration of your AA Membership. Please note that some sales are not arranged through AAIS and if this applies to your cover, you will be issued with a separate document identifying the company which arranged your cover, and giving the required information about that company. The minimum duration of your arrangement and administration contract with AAIS is the duration of your AA Membership and your contract with AAIS will terminate simultaneously with the termination of the related AA Membership (whatever the reason for such termination).

### **1. Who regulates AAIS?**

AAIS is authorised and regulated by the Financial Services Authority (FSA) which is the independent watchdog that regulates financial services. AAIS's permitted business is that of an insurance intermediary dealing in and arranging contracts of general insurance. You can check this information on the FSA's register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting 0845 606 1234. Our FSA registration number is 310562.

### **2. Which companies does AAIS deal with?**

AAIS deals with The Automobile Association Limited which underwrites Roadside Assistance, Home Start and Relay, and Acromas Insurance Company Limited which underwrites Stay Mobile. AAIS acts as an agent of these underwriters, when arranging payments or refunds of your premium. These are the only underwriters of breakdown assistance available through AAIS. AAIS may renew your cover to a different underwriter or notify you of a future change if the underwriter of AA products has changed for new policies for any reason.

### **3. What services does AAIS provide?**

AAIS provides the following services to you:

- Providing information about breakdown cover: AAIS will provide you with information on the breakdown cover available from the insurer(s) under AA Membership and will ask you some questions to help narrow down the level and type of that breakdown cover of interest to you. You will not receive advice or any recommendation on which level or type of breakdown cover to buy and you will need to make your own choice on which level and type of breakdown cover you require.
- Arranging breakdown cover. Once you decide what cover you require, AAIS will arrange this for you with the insurer(s), dealing with payment and issuing the relevant Membership documentation and card(s).
- Administering breakdown cover: After arranging breakdown cover AAIS will administer it on your behalf, including supplying replacement Membership documentation and card(s), keeping your Membership records up to date, dealing with enquiries; changes to payment methods, renewals (including Autorenewals) of Membership and cancellations (including refunds of premium on behalf of the insurer(s)).
- Making changes to breakdown cover: If during your Membership you wish to change the type or level of cover AAIS will provide you with information to help you make your choice and will arrange any changes with the insurer(s), including dealing with any additional payments and issue any relevant Membership documentation and card(s).
- If, during the currency of your AA Membership, the relevant insurer wishes to alter the Terms & Conditions of Membership Cover, AAIS will provide you with the relevant information. AAIS will, for compliance purposes, keep a copy of the policy that was issued to you. Communication by AAIS concerning any policy issued will be in English.

#### 4. What will you have to pay for services provided by AAIS?

AAIS will always inform you of, or confirm, in writing of its fees for the services it provides under this contract. These fees will be advised in the contract, in the accompanying letter or separately in writing and will be identified separately from the Breakdown Cover premium. Subject to any statutory rights you may have as a consumer, AAIS will only refund its fees in the circumstances set out in the following AA Breakdown Cover Policy General Terms & Conditions:

- a) Where premium is refunded under clause 3f, page 13 of the AA Breakdown Cover policy.
- b) where you cancel under clause 8a, page 14 of the AA Breakdown Cover policy;
- c) where you cancel under clause 8b, page 14 of the AA Breakdown Cover policy; AAIS will refund its fees subject to a cancellation charge of £14.

AAIS will also tell you about any other charges relating to your AA Membership.

#### 5. Changes to Terms & Conditions

Annual cover: AAIS is entitled to change any of these Terms and Conditions at renewal. AAIS also reserves the right to make changes to these Terms & Conditions during the Membership Year, on the giving of reasonable notice, where it reasonably considers this necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

For Continuous Membership: AAIS is entitled to make changes to any of these Terms & Conditions (and to the fees payable) during a Continuous Membership contract, but will always give the Member at least 45 days prior notice of any such change(s).

#### 6. Matters outside AAIS's reasonable control

AAIS shall not be liable for service failures where it is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside AAIS'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 or suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

#### 7. Exclusion of liability for loss of profit etc

AAIS shall not, in any event, and to the extent permitted by law, have any responsibility for any increased costs or expenses, for any loss of profit, business, contracts, revenue or anticipated savings or for 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 section or these Terms & Conditions shall exclude or restrict the AAIS's liability for negligence resulting in death or personal injury.

#### 8. Third parties

None of the Terms & Conditions, or benefits, of this Contract are enforceable by anyone else other than the Member. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

#### 9. Interpretation: use of English law & language

This contract is written in English and is governed by, and should be interpreted under, the laws of England and Wales.

#### 10. What to do if you have a complaint?

If you wish to register a complaint about the services you have received from AAIS, please contact:

By phone:.....0845 607 6727

In writing:.....Member Care, AAIS, Lambert House, Stockport Road,  
Cheadle, Cheshire, SK8 2DY.

By email:.....customersupport@theAA.com

If you cannot settle your complaint with AAIS you may be entitled to refer it to the Financial Ombudsman Service.

### **11. Is AAIS covered by the Financial Services Compensation Scheme (FSCS)?**

The activities of AAIS in arranging AA Membership are covered by the FSCS. You may be entitled to compensation from the scheme if AAIS cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0207 892 7300.

### **12. Use of headings**

The headings used above are for convenience only and shall not affect the interpretation of its contents.

## **USE OF YOUR PERSONAL INFORMATION**

1.1 The Acromas Holdings Limited group of companies, of which the AA group of companies\* (including The Automobile Association Limited, AA Limited, Automobile Association Insurance Services Limited and Automobile Association Personal Finance Limited) forms a part ("we") 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;
- 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 keep you up to date with the AA Member benefit scheme under which, as part of your Membership benefits, you will be given 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 on page 21;
- h) where the AA are contacted for breakdown assistance service 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 breakdown information in order to assist in locating the caller.

\*A list of companies forming the AA group of companies is available from the Data Protection Officer at the address given on page 21.

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.

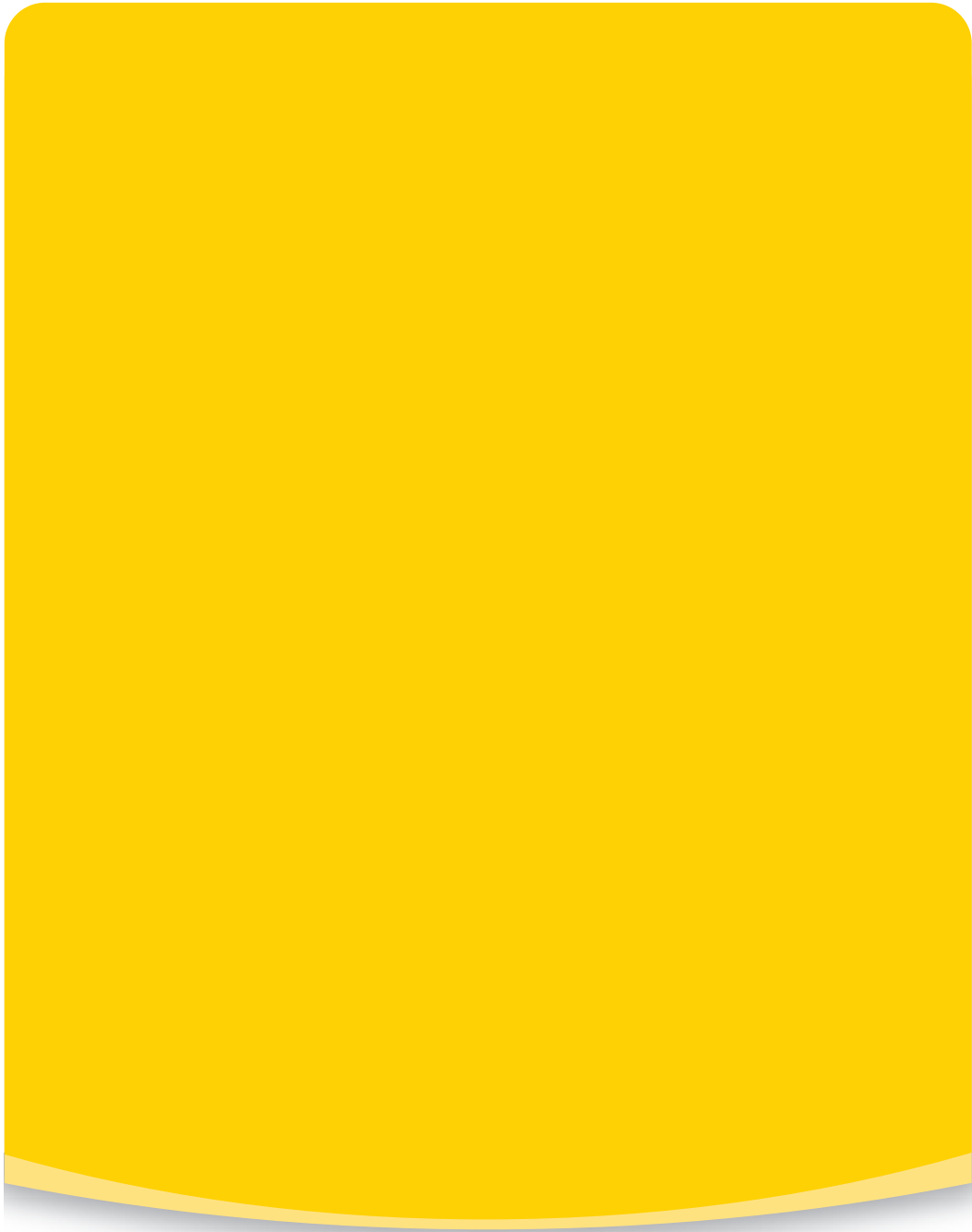
- 1.4 We may check your details with fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this. We and other organisations may use and search these records to:
- a) help make decisions about credit related services for you and members of your 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.
- 1.5 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 Manager at The Automobile Association, Farnham House, 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.

## 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. It is an insurer of breakdown assistance services cover that is exempt from authorisation under the Financial Services and Markets Act 2000. Head Office (Registered Branch Office): Farnham House, Basingstoke, Hampshire RG21 4EA.  
Branch registered in England and Wales number BR004875.

**Acromas Insurance Company Limited** is authorised and regulated by the Commissioner of Insurance, Financial Service Commission, Gibraltar, and regulated by the Financial Services Authority, United Kingdom. Acromas Insurance Company Limited is a member of the Association of British Insurers. Acromas Insurance Company Limited is a member of the Association of British Insurers. Acromas Insurance Company Limited, 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). UK branch address: Acromas Insurance Company Limited, Enbrook Park, Folkestone, Kent CT20 3SE.

**Automobile Association Insurance Services Limited** is authorised and regulated by the Financial Services Authority (FSA). Registered Office: Farnham House, Basingstoke, Hampshire RG21 4EA. Registered in England and Wales number 2414212.



[www.theAA.com](http://www.theAA.com)

TCI08 (02/09)