

# AA Van Rescue Terms and Conditions

**Van Rescue**



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## Welcome to the AA

Welcome to the AA and thank you for purchasing AA Van Rescue.

This booklet sets out the Terms and Conditions of AA Van Rescue. These Terms and Conditions are valid for UK customers taking out cover or renewing on or after 1st September 2013 or renewing on or after 1st October 2013. Please read this booklet carefully and keep it in a safe place as any use of AA Van Rescue is subject to these Terms and Conditions.

Separate Terms and Conditions apply for customers resident in the Channel Islands or Isle of Man – to receive a copy please call 0370 608 0277.

Roadside Assistance, Home Start and Relay are provided by Automobile Association Developments Limited, trading as AA Breakdown Services. The Terms and Conditions of cover are set out in the following pages.

## Definitions

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

**'AA'** means the relevant insurer of the AA Van Rescue being Automobile Association Developments Limited, trading as AA Breakdown Services, for Roadside Assistance, Relay and Home Start.

**'Covered Vehicle' / 'Your Vehicle'** means a vehicle operated by You and listed in Your joining or renewal letter as being included in Your AA Van Rescue.

**'Home Address'** means the address which the AA has recorded as the registered address of the Covered Vehicle at the time of the relevant breakdown or accident.

**'Driver'** means the Driver of the Covered Vehicle at the time of the breakdown or accident.

**'Premium'** means the premium You pay for Your AA Van Rescue.

**'Subscription Year(s)'** means the period(s) of 12 months commencing from the start of Your AA Van Rescue or from any anniversary of the start of that cover.

**'Vehicle Restrictions'** means the Vehicle Restrictions set out below.

**'Customer' 'You' and 'Yours'** means the individual, company or other organisation who has purchased AA Van Rescue and, if the context requires, includes reference to the Driver driving the Covered Vehicle with Your consent.

**'Your Cover'** means Your policy for AA Van Rescue, as described in these Terms and Conditions.

## AA Van Rescue - Policy Summary

### Terms and Conditions Summary

This document supplies you with basic details of your AA Van Rescue Breakdown Assistance cover. The provider of this cover is Automobile Association Developments Limited, trading as AA Breakdown Services. This is not a statement of the full Terms and Conditions of your policy, which can be found in your Terms and Conditions booklet (the 'Booklet') and should be read in conjunction with this summary. The duration of cover is 12 months.

### What are the main features/benefits of AA Van Rescue?

**UK Roadside Assistance** – Provides assistance for vehicles registered with us following a breakdown more than ¼ mile from home or office address.

**UK Home Start** – Provides breakdown assistance following a breakdown at or within a ¼ mile home or office address.

**UK Relay** – Provides recovery of an immobilised vehicle, and up to a maximum of 8 people (including driver) to a single destination of your choice on the mainland or in Northern Ireland.

### Are there any significant exclusions or limitations to my AA Van Rescue?

**Key restrictions to your cover are noted below (refer to the booklet for full details of these and any other restrictions):**

- Service is available within the UK and is only available for the covered vehicle, which complies with the stated weight, width and length restrictions (see under vehicle type, weight, size and age restrictions).
- Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the covered vehicle's removal. If the police, highways or emergency service insist on recovery by a third party, the cost of this must be met by the driver (see under 'general exclusions').
- Relay services are not available following a Home Start service request (see under Relay cover 'what is not covered').

**See under the section General Terms and Conditions in your booklet for full terms of the following restrictions:**

- All forms of recovery are not available following an accident.
- Vehicle servicing or reassembly e.g. where this is required as a result of neglect or unsuccessful work on the covered vehicle other than on the part of the AA or its agents
- Service is discretionary where it is requested to deal with the same or similar fault or cause of breakdown to that attended in regard to the same vehicle within the preceding 28 days.

- The driver must be with the covered vehicle at the times of breakdown and assistance. A valid entitlement card and some other form of identification must be produced.
- Service will be refused if anyone behaves in an abusive or threatening manner to AA employees.
- There is a 24 hour delay on the availability of service (Home Start and Relay only).

## Maximum Vehicle dimensions

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

## What if I want to cancel my AA Van Rescue?

You have the right to cancel Van Rescue within a 14 day 'cooling-off period', commencing either from the agreement of the contract, or your receipt of the Van Rescue documents, whichever happens later. Should you exercise your right to cancel during this period, you will be entitled to a full refund of the premium you have paid unless a request for service has been made, where any refund will be subject to a charge for the assistance provided. Subject to any other statutory rights you may have, there will be no refund following the cooling-off period.

Your AA Van Rescue policy runs in-conjunction with your van insurance policy. In the event of cancellation/non renewal of your Van Insurance all cover under this insurance will cease.

## What if I need to make a call out?

If you require breakdown assistance please call 0800 107 0388.  
 You will need to provide your Van Rescue Membership Number and details of your circumstances.

## What do I do if I am unhappy with the service I receive?

If you wish to complain about AA Insurance Services please contact us using the address below.

The Customer Care Unit  
 AA Insurance Services  
 PO Box 2AA  
 Newcastle Upon Tyne  
 NE99 2AA

To register a complaint about the breakdown service, please contact us using the address below.

AA Business Services  
 Swallowfield One  
 Wolverhampton Road  
 Oldbury  
 B69 2AG

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

They can be contacted at

Insurance Division,  
Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR.

Tel: 0800 023 4567 or 0300 1239 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

For full details about how to complain, please see page 5 of this booklet.

### **Are we covered by the Financial Services Compensation Scheme (FSCS)?**

Automobile Association Developments Limited, trading as AA Breakdown Services, does not fall within the Financial Services Compensation Scheme (FSCS).

# Your AA Van Rescue Insurance policy in full

## AA Van Rescue – 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 the Covered Vehicle first becomes stranded in the United Kingdom. This does not include the Channel Islands and Isle of Man where separate cover is required.

#### How to contact the AA

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

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

The AA recommends that the breakdown card is kept in the Covered Vehicle as the Driver will require the card to access service. Please note that the AA is entitled to assume that anyone driving or travelling in the Covered Vehicle is authorised by the customer to request assistance for that vehicle. You must make all Drivers aware of the terms of Your AA Van Rescue and must give the Drivers copies of the breakdown information supplied by the AA in conjunction with the breakdown cards. When the Driver contacts the AA for assistance they will be asked to show the breakdown card to ensure that only those customers entitled receive service. If assistance is required please be prepared to show this card.

If a valid breakdown card cannot be produced, the AA reserves the right to refuse service. For further details please refer to General Terms and Conditions, clause 3f, page 10.

Please also note that You should advise the AA immediately of any changes to contact name and vehicle registration numbers. Please refer to General Terms and Conditions, clause 13, page 11.

## If you need to complain

AA Insurance Services aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

There are several ways you can contact us:

Phone:	0344 836 1128
Email:	custcare@theAA.com
Post:	The Customer Care Unit AA Insurance Services PO Box 2AA Newcastle Upon Tyne NE99 2AA
Fax:	0292 072 5018
Text phone:	0370 600 1303

If your complaint is about the breakdown service provided under this policy you can contact us:

Phone: 0370 608 0277  
Email: [fleetcustomers@theAA.com](mailto:fleetcustomers@theAA.com)  
Post: AA Business Services  
Swallowfield One  
Wolverhampton Road  
Oldbury  
B69 2AG

We will either acknowledge your complaint within 5 working days of receipt, or offer you our final response if we have concluded our investigations within this period.

If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 1239 123  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Post: Insurance Division,  
Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR.

## Financial Services Compensation Scheme (FSCS)

Please note that Automobile Association Developments Limited, trading as AA Breakdown Services, does not fall within the Financial Services Compensation Scheme (FSCS).

## Breakdown cover – what's available

This section details the different kinds of cover that are available under AA Van Rescue. The cover you hold will be detailed on your breakdown cards, or if changes are made these will be confirmed separately to you in writing.

### Services available

**Roadside Assistance** – this is the minimum level of cover and provides roadside assistance throughout the UK, 24 hours a day, every day of the year. The AA's number one aim is to fix the Covered Vehicle, but if it cannot be fixed within a reasonable time it will be taken to the nearest garage. Please refer to page 7 for full details.

**Home Start** – provides all the benefits of Roadside Assistance at the Covered Vehicle's home or office address. Please refer to page 8 for full details.

**Relay** – recovery to a UK mainland destination of the Driver's choice if the AA is unable to fix the Covered Vehicle at the roadside or arrange a prompt local repair. This means the Driver can choose to be taken home, to their destination or anywhere else on the UK mainland, regardless of how far this may be. Please refer to page 8 for full details.



## Service entitlements

AA Van Rescue provides cover for Covered Vehicles regardless of who is driving. Service entitlements are outlined below.

Cover Type	Roadside	Home Start	Relay
Van Rescue	✓	✓	✓

## Duration of cover

AA Van Rescue is for 12 months and paid for in a single Premium. Please see further details on cancellation, page 11.

## Vehicle specifications

Assistance is only available for vehicles which meet the specifications set out below. Please note that 'vehicles' 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.

Maximum Vehicle Weight: 3.5 tonnes (3,500kg) gross vehicle weight

Maximum Vehicle Width: 7ft 6in (2.3m)

Assistance will also be provided for a caravan or trailer which was on tow at the time of the breakdown, subject to the dimensions falling within the above limits.

## Transportation of animals

Please note that horses or livestock will not be recovered and the recovery of any animal is at the AA's discretion. See General Terms and Conditions, clause 1m, page 9.

## Service Descriptions

### Roadside Assistance

Provided by Automobile Association Developments Limited, trading as AA Breakdown Services.

#### What is covered:

- Roadside Assistance is available if the Covered Vehicle is stranded on the highway more than a quarter of a mile from the Home or office address following a breakdown or accident;
- If, following a breakdown, a Patrol or appointed agent cannot fix the Covered Vehicle within a reasonable time, it will be taken to the AA's choice of relevant local repairer or to a local destination of the Driver's choice, provided it is no further;
- The AA will make a telephone call at the Driver's 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 Van Rescue, 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 a 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 the Covered 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

- Van Rescue at the scene of the breakdown or accident;
- Any additional transport or other costs that might be incurred or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany the Covered Vehicle while it is being recovered;
  - Routine maintenance and running repairs eg radios, interior light bulbs, heated rear windows;
  - Any recovery or tow following an accident (see General Terms and Conditions, clause 2, page 10);
  - Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the covered 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 the Driver;
  - A second or subsequent recovery, after the Covered Vehicle has been recovered following a breakdown;
  - All things excluded under General Terms and Conditions, page 9.

## Home Start

Provided by Automobile Association Developments Limited, trading as AA Breakdown Services.

### 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 Home or office address. Home Start is only available 24 hours after the commencement of cover.

### What is not covered:

- All things excluded under 'Roadside Assistance – what is not covered'.

## Relay

Provided by Automobile Association Developments Limited, trading as AA Breakdown Services.

### What is covered:

- 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 the Covered Vehicle, together with the Driver and up to a maximum of seven passengers (or for Minibus Rescue a maximum of the number of passenger seats in the Minibus) to any single destination of the Driver's choice on the UK mainland or in Northern Ireland (see also General Terms and Conditions, clause 1g, page 9). Relay is only available 24 hours after the commencement of cover.

### What is not covered:

- Recovery of the Covered Vehicle if it is at or within a quarter of a mile or less of the Home or office address
- A second or subsequent recovery (e.g. the return journey from the Driver's chosen destination or following a further breakdown of the Covered Vehicle);
- Overnight accommodation, incidental expenses, transportation of passengers in excess of the maximum number or transportation of passengers who are not in the Covered Vehicle at the time of the breakdown (although the AA can assist with arranging such accommodation and transportation at the Driver's cost on request);
- All things excluded under 'Roadside Assistance – what is not covered', page 7.

## General Terms and Conditions of AA Van Rescue

### General exclusions

1. AA Van Rescue does not provide for:
  - a. Vehicle servicing or re-assembly eg where this is required as a result of neglect or unsuccessful work on the Covered Vehicle other than on the part of the AA or its agents;
  - b. the cost of garage or other labour required to repair the Covered 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 the Covered Vehicle to be taken to a local garage or another location of your choice (provided no further) but You will have to pay for any work carried out;
  - d. any additional charges resulting from a failure to carry a legal and serviceable spare wheel or tyre in the Covered Vehicle, except where this is not provided as manufacturers standard equipment. The AA will endeavour to arrange on the Driver's behalf, but will not pay for, assistance from a third party;
  - e. having the Covered Vehicle stored or guarded in the Driver's absence;
  - f. the provision of service when the Covered Vehicle is on private property eg garage premises, unless it can be established that the Driver has the permission of the owner or occupier;
  - g. the provision of service to any persons in excess of the number of seats fitted in the Covered Vehicle at the time of breakdown, or to anyone who was not travelling in the Covered 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 the Covered Vehicle as a result of it being recovered;
  - i. the recovery of any vehicles 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/ the Driver's behalf, however it will not pay for these specialist services and any contract for services provided will be between You/ the Driver and the relevant specialist. If, in the AA's reasonable opinion, the Covered 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 Covered 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 eg 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 (guide dogs or hearing dogs to be transported together with their owner, where the AA will provide transportation unless this is not possible for health and/ or safety reasons). The AA will not recover horses or livestock. If the AA or its agents does, at its absolute discretion, agree to transport any animal, then this will be at Your/ the Driver's own risk. It is the Driver's responsibility to secure any animal being transported or to make alternative arrangements for its transportation;
  - 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'élégance' 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;

- o. There is a 24 hour delay on the availability of service (Home Start and Relay only).
2. AA Van Rescue does not provide for any vehicle recovery following an accident. The AA may, if requested, be prepared to provide recovery following an accident but, if so, the person making the request 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). You must 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 the Driver's responsibility to ensure that any requirements of the relevant motor insurer are properly complied with when making a claim under the relevant motor insurance policy.

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

Please note: if a Customer is refused service by the AA the Customer has the right to request an explanation in writing (see 'Compliments and complaints' for Business Support 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 the Driver's 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. the Driver is not with the Covered Vehicle at the time of the breakdown and the Driver is unable to be present at the time assistance arrives;
  - c. in the AA's reasonable opinion, the Covered Vehicle was, immediately before breakdown or accident, dangerous, overloaded, unroadworthy or could not otherwise have been lawfully used on the public highway;
  - d. in the AA's reasonable opinion, the giving of service would involve any breach of the law;
  - e. in the AA's reasonable opinion, there has been an unreasonable delay in reporting the breakdown;
  - f. the Driver cannot produce a valid entitlement 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 entitlement is held, the AA reserves the right to refuse service. However if the Driver is unable to prove entitlement to service, the AA may, at its discretion, offer service on the immediate payment (by credit or debit 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. Without prejudice to Your statutory rights, no refunds will be given if entitlement cannot be proved, or simply because Your Vehicle cannot be fixed at the roadside;
  - g. the AA reasonably considers that You or the Driver:
    - i. or anyone accompanying you or the Driver, is behaving or has behaved in a threatening or abusive manner to AA employees, Patrols or agents, or to any third party contractor; or
    - ii. have falsely represented that You or the Driver are entitled to services to which You or the Driver are not entitled; or
    - iii. have assisted another person in accessing AA services to which they are not entitled; or
    - iv. owe the AA money with respect to any services, spare parts or other matters provided by the AA or by a third party on the AA's instruction.

### **Additional services**

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

### **Use of agents**

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**

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 or the Driver contact a garage direct, You or the Driver will have to settle its bill and the AA will be under no obligation to reimburse You.

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

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 AA Van Rescue**

8. You have the right to cancel Van Rescue within a 14 day 'cooling-off period', commencing either from the agreement of the contract, or your receipt of the Van Rescue documents, whichever happens later. Should you exercise your right to cancel during this period, you will be entitled to a full refund of the premium you have paid unless a request for service has been made, where any refund will be subject to a charge for the assistance provided. Subject to any other statutory rights you may have, there will be no refund following the cooling-off period.

Your AA Van Rescue policy runs in-conjunction with your Van Insurance policy. In the event of cancellation/non renewal of your Van insurance all cover under this insurance will cease.

9. If You wish to cancel after the cooling off period has expired, subject to any other statutory rights You may have, there will be no refund of the Premium.
10. If you cancel your Van Insurance Policy after the cooling off period then your Van Rescue Policy will be automatically cancelled from the same date.
11. The AA shall have the right to cancel any AA Van Rescue Policy if:
  - a. the AA has been entitled to refuse service under clause 3g, page 10;
  - b. the maximum number of call-outs, as set out in the AA's Service Control, has been reached or exceeded in any two consecutive Subscription Years;
  - c. You are late in paying any sum due to the AA;
  - d. You become insolvent or bankrupt or subject to any similar event or process;No refund of Premium shall be due following a cancellation under sub-clause a) and b). In the event that the AA cancels an AA Van Rescue Policy in accordance with subclause c), the AA shall give Customers a pro rata refund of the Premium based on the unexpired Cover at cancellation provided no service has been given.

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

12. The AA is entitled to change any of the Terms and Conditions at renewal. The AA also reserves the right to make changes to these Terms and Conditions during the Subscription Year, on the giving 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.
13. While the AA seeks to meet the service needs of Customers at all times, its resources are finite and this may not always be possible. The AA shall not be liable for service failures where the AA is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside the AA's reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

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

14. The AA 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 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), breach of agreement or otherwise. For the avoidance of doubt, nothing in this clause or these Terms and Conditions shall exclude or restrict the AA's liability for negligence resulting in death or personal injury. You shall ensure that Your Drivers are aware of this and that this is a condition of receiving assistance.

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

15. Failure to enforce or non-reliance on any of these Terms and Conditions by the AA will not prevent the AA from subsequently relying on or enforcing them.
16. None of the Terms and Conditions, or benefits, of AA Van Rescue are enforceable by anyone else other than the Customer. 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**

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

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

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

## **Using Your Personal Information**

- 1.1. The AA Group of companies<sup>^</sup> (being AA plc, together with any entity in which AA plc directly or indirectly has at least a 50% shareholding<sup>^</sup>). ("We") will use your personal information for the following purposes<sup>\*\*</sup>:
  - a. to identify you when you contact us;
  - b. to allow us to give you a quote and assess which payment options we can offer you;
  - c. 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 who will keep a record of our enquiry);
  - d. 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;
  - e. to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
  - f. to help to prevent and detect fraud or loss; and
  - g. to contact you in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and/or selected partners unless you have previously asked us not to use the relevant personal data for such purposes.
- 1.2. We may allow other people and organisations to use information we hold about you for the purpose of providing services you have asked for, as part of the process of selling one or more of our businesses, or if we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.
- 1.3. We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance reasons.

- 1.4. We may check your details with credit reference and fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this and details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. We and other organisations may use and search these credit reference and fraud prevention agencies records, for example, to:
- a. help make decisions about credit related services for you and members of your household including assessing what quote and which payment options we can offer you for particular services;
  - 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;
  - d. check your identity to prevent financial crime unless you give us other satisfactory proof of identity; and
  - e. check the details of job applicants and employees.

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

- 1.5. If you need details of those credit reference and fraud prevention agencies from which we obtain and with which we may record information about you, please write to The AA Data Protection Compliance Manager at The AA, Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA.
- 1.6. Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in these provisions, and that they have not objected to such use of their personal information. Where you give us sensitive data about yourself or another person (such as health details or details of any criminal convictions) you agree (and confirm that the other person has agreed) to our processing such information in the manner set out in these provisions.

^A list of companies forming the AA Group of companies is available from The AA Data Protection Compliance Manager at the address given in point 1.5 above.

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

### **Credit Reference Agencies**

To assess your insurance application and the terms on which cover may be offered (including the quote and payment methods we are able to offer you), we may obtain information about you from a number of sources, including credit reference agencies, to check your credit status and identity. The credit reference agencies will keep a record of the search; this will be reflected in your credit score.

### **Insurers: fraud prevention, regulatory etc**

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL) and to other fraud prevention databases. The aim is to help check information provided and also to prevent fraudulent claims. When insurers deal with your request for insurance, they may search these registers. When you tell the Insurer about an incident, the Insurer will pass information relating to it to the registers. Insurers may also use your information for the same reasons and in the same ways as we do as referred to in paragraph 1.4 above.

### **YOUR ELECTRONIC INFORMATION**

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. This is to identify any repeat website visits, fraudulent behaviour or mystery shoppers using our websites.

### **Useful Contact Information**

For help following a breakdown in the UK 0800 107 0388

To make changes, cancel or enquire  
about your AA Van Rescue 0800 551 188

To purchase European Breakdown Cover 0800 444 500

For help following a breakdown in the Republic of Ireland  
(under discretionary/reciprocal arrangements)

AA Ireland 00 800 8877 6644

Email enquiries [fleetcustomers@theAA.com](mailto:fleetcustomers@theAA.com)

SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers 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 customers who have a textphone can call 0800 328 2810.

AA Van Rescue is provided by the following company: Automobile Association Developments Limited, trading as AA Breakdown Services, which is an insurer of breakdown assistance services cover that is exempt from authorisation under the Financial Services and Markets Act 2000. Registered office: Fanum House, Basing View, Basingstoke, RG21 4EA. Registered in England and Wales Number 01878835.