

AA Cars

You're in safe hands

The AA acquired Used Car Sites Ltd t/a AA Cars in March 2018. AA Cars is a 100% owned subsidiary of the Automobile Association Group and is an online advertising platform for dealers to list their used vehicles.

The Automobile Association was created in June 1905, as an organisation to support motorists by people who just wanted fair treatment.

Since then, the AA has always put customers at the heart of everything we do.

With over 15 million members from the original 90, it's fair to say we've grown a bit; in fact, we're now the UK's largest motoring organisation, still going strong over a century later.

We know that choosing a vehicle is an important decision so we work with our network of dealers to make sure that you're in safe hands. These dealers have signed up to the AA Dealer Promise Code which has been in place since July 2016.

Every vehicle we list comes with a detailed history check as standard. We don't ask you to pay for this because it's important to us that all the vehicles on our website have had this check. Plus, for peace of mind after you buy, all our vehicles come with 12 months' free breakdown cover (or member upgrade).

We offer a free of charge mediation service, to help resolve any issues that should unfortunately arise after your purchase.

As part of the mediation process we regularly work with our dealers to not only ensure they are following the Dealer Promise code but also to help them raise standards within their dealership if required.

The AA Dealer Promise Code of Practice

The AA Dealer Promise Code of Practice covers the following:

1. **AA Dealer Promise**
2. **Advertising**
3. **Customer Care**
4. **Quality Assurance**
5. **What to do if there is a problem**
6. **Our Mediation Service**

1. AA Dealer Promise

All of our dealers have signed up to our Dealer Promise - the AA's Commandments of Gold Standard customer service. It means that we make sure every vehicle comes with added peace of mind. If by chance anything does go wrong before, during or after the sale, we'll be here to help.

What are the promises? The dealer will.....

1.1 **Provide a minimum of 6 months MOT on all vehicles**

The dealer will provide a minimum 6 months MOT on all vehicles. We actively encourage you to inform us if this is not provided by the dealer. Sometimes our dealers will add an MOT to the vehicle as close to the point of sale as possible to give you added peace of mind.

1.2 **Allow you to test drive any vehicle * / ****

The dealer will allow you to test drive any vehicle if you request one. We actively encourage you to do so before you agree to make your purchase.

1.3 **Welcome any vehicle inspection before you buy**

The dealer will allow any inspection by a third party if requested by you prior to the sale. We recommend you arrange one before you agree to make your purchase.

1.4 **Make sure every vehicle is in good condition**

We work with Experian to ensure that every vehicle on our site hasn't been declared as stolen or written off. If we identify any issues, we are one of the only platforms who refuse to list the vehicle. And because we believe in transparency we also show the history check detail for free on every vehicle listed.

1.5 Provide V5 registration and service records where available

The dealer will provide you with any essential paperwork related to the vehicle for your peace of mind.

1.6 Work closely with you and the AA Cars team to help with any issues

If by chance anything does go wrong before, during or after the sale, we'll be here to help through mediation. We have a dedicated team that will work with you and the dealer to try and find the fairest solution.

* Online vehicle retailers are unable to offer this prior to sale. However, a comprehensive money back guarantee allowing you to return a vehicle within no less than 14 days for a full refund is offered.

** Test drives may not be possible for high value luxury vehicles (over £80,000) due to insurance limitations, and the specialist nature of the vehicle. In such cases, the dealer must clearly explain the reason to the customer. All reasonable efforts should still be made to facilitate a test drive where possible.

2. Advertising

2.1 Dealers will advertise openly, honestly, with integrity and not in a way that could mislead customers.

2.2 Dealers will help to clarify any offers and guarantee the customer understands any terms and conditions set up.

2.3 Unless additional extras have been agreed and decided upon by the customer, the price charged for the vehicle must not be greater than that advertised.

2.4 In the event an 'exchange' price is offered for the customer's current vehicle, you will use an industry standard evaluating guide such as Cap HPI which can be found [here](#).

2.5 Advertisements must comply with any relevant code of advertising including:

- UK Code of Non-broadcast Advertising and Direct and Promotional Marketing
- The UK Code of Broadcast Advertising covering both television and radio
- Phone-paid Services Authority Code of Practice
- Any other relevant code of advertising
- All other relevant statutory requirements, such the Consumer Protection from Unfair Trading Regulations 2008

3. Customer Care

- 3.1** The AA Dealer Promise Code Of Practice is adhered to by our dealers and their staff, who receive the relevant training and support in order to understand their obligations.
- 3.2** Details of the AA Cars Dealer Promise will be displayed in a suitable location within the dealership, on both the dealers website and the AA Cars website for customers to view. Leaflets are also made available free of charge if requested.
- 3.3** Dealership staff will remain professional at all times, be on hand to answer any questions or concerns customers may have about vehicles for sale and use their knowledge and experience to help them make their decision.
- 3.4** Dealer staff will provide precise and accurate information about a vehicle for sale.
- 3.5** The dealer will not place any unnecessary pressure or apply deceptive selling techniques on customers to purchase a vehicle, ensuring that vulnerable customers are given appropriate time and all reasonable assistance for them to make an informed decision about their purchase.
- 3.6** Where a customer appears to have difficulties interpreting any literature or whose natural language is not English, sales staff must take the necessary effort and time to ensure that the customer understands all aspects of the sale. Similarly, when a customer has made it clear to sales staff that they are in discussions at a time of stress or distress (following bereavement, for example) staff should again ensure the customer fully understands all aspects of the sale.
- 3.7** The dealer will help any customer who feels they need extra support from family members or friends to buy a vehicle. The dealer staff will handle the representative of the customer in the same way as they would deal directly with the customer.
- 3.8** The dealer will provide a suitable and appropriate area for customers to view vehicles for sale without obstruction or anything preventing them from doing so.
- 3.9** If the dealer provides any additional services such as breakdown cover, financing, Insurance products, service plans or warranties, the terms and conditions applicable and who the accredited business is must be made clear and transparent to the customer at the point of sale. The dealer will also make sure the customer knows any terms and conditions that may invalidate the provision of the warranty or finance package offered with the vehicle.
- 3.10** Any additional costs for other products or services that are agreed to prior to the completion of the sale will be detailed in writing by the dealer.
- 3.11** A customer's legal rights will not be diminished under any applicable consumer protection laws if the dealer offers any additional benefits as part of the sale.

- 3.12** The dealer will ensure that the terms and conditions of the contract are clear, fair, accurate and must comply with the Consumer Rights Act 2015 and will provide this in writing.
This includes the right to cancel, the return of deposits if the planned sale is cancelled, and any fair costs involved in doing so. In the event that the dealer does not fulfil the conditions of the sale, the dealer will ensure that deposits taken for the vehicle are protected and returned as appropriate.
- 3.13** The dealer will meet their obligations to customers under the Consumer Rights Act 2015 and will ensure the vehicle is fit for the purpose intended, of satisfactory quality and as described. This will not include wear and tear items where applicable for second-hand purchases and/or any defects specifically brought to the customers attention, or that could have been reasonably identified during any examination of the vehicle that the customer may have undertaken before the contract is agreed.
- 3.14** At the point of sale, the dealer will determine a mutually agreed date and time for the customer to collect their vehicle. If the vehicle is unlikely to be ready for collection by the agreed time, the dealer will update the customer as soon as possible and offer an alternative time, date or remedy.
- 3.15** In the event that the vehicle is to be delivered to the customer, as opposed to collection from the dealership, the customer will be entitled to the same level of customer care during the handover process, including when this is being handled by a third party on behalf of the dealer.
- 3.16** On collection or delivery of the vehicle, the dealer will ensure the customer receives all advertised benefits and will make customers aware of their complaint and after sales process.
- 3.17** The dealer will ensure that they have an easily accessible complaints process in place which is speedy, responsive, accessible and has user friendly procedures for dealing with customer complaints. This process will be made available for review upon request.
- 3.18** The dealer will ensure that adequate authority is given to their customer-facing staff to settle any concern quickly and courteously without the need for anything to be escalated.
- 3.19** In the event that the initial matter can not be resolved without escalation, the dealer is obligated to arrange for someone who is appropriate to serve as a customer service manager to handle the complaint. The dealer will ensure that all complaints are responded to within a reasonable time limit, within a maximum of 14 working days and they maintain regular contact to ensure the customer is kept informed throughout. AA Cars offers support to both dealer and customer throughout this process if required.

4. Quality Assurance

We expect all AA Cars Dealers to maintain their vehicle preparation standards and to operate consistently at all times. We provide support, advice and guidance to our dealers when required and as part of mediation to ensure they are complying with our Dealer Promise code. Dealers are also audited by us annually.

5. What to do if there is a problem

- 5.1** If you encounter an issue following the purchase of a vehicle from an AA Cars dealer, you must contact them in the first instance to give them the chance to resolve the matter for you. You should detail your concerns and let them know what you're looking for them to do, to resolve your complaint.
- 5.2** If you have registered your 12 months' free Basic Breakdown Cover (or Upgrade) and your vehicle suffers a breakdown, call the AA on our standard breakdown number.
- 5.3** If your issue is not with the vehicle but you believe you have received a bad level of service, please contact the dealer and ask to speak with an authorised Customer Service Manager, or someone with the equivalent level of responsibility.
- 5.4** If you nominate an intermediary to deal with a complaint on your behalf, you will need to provide the dealer with authority to communicate with them. The intermediary will be treated in the exact same manner by the dealer as they would treat the customer directly.
- 5.5** If you feel your issue has still not been resolved following contact with the dealer, then AA Cars will be more than happy to support you via our mediation service.

Once you have logged your complaint with us, a member of our Complaint Team will contact you to discuss your concerns. They will then liaise with you and the dealer to gather all of the information and evidence from both parties, and then determine the right course of action in line with the Consumer Rights Act 2015.

6. Our Mediation Service

Customers are invited to use our free mediation service to assist where issues arise. We closely monitor the nature of complaints and ensure that we address any common concerns or undesirable practices that may be identified.

- 6.1** If you have followed the dealers complaints process and are still unhappy, or you have not received a response from them within a reasonable time, AA Cars can provide an impartial Alternative Dispute Resolution (ADR) service to you free of charge. To make use of this service, you will need to complete our online complaint

form which will then be sent directly to our dedicated mediation team. A paper copy can also be made available upon request.

- 6.2** You need to raise your complaint with us within 12 months of receiving a final response from the dealer. We will notify you within 14 working days if we are unable to assist you with your complaint along with the reasons why.
- 6.3** If we are able to assist you, a member of our Complaint Team will contact you to discuss your concerns within 14 working days of receiving your complaint. This is your opportunity to discuss all elements of the sale, including issues with the vehicle, customer service received, any other concerns you may have and your desired outcome. Our Team will explain the process of mediation and what this can, and in some instances, can't successfully achieve. Once all of the information is gathered, we will aim to make initial contact with the dealership within 2 working days.
- 6.4** We provide the dealer with the details of your complaint as provided by you to establish their stance on the matter. At this stage the dealer will be given the opportunity to provide us with their version of events and provide us with any supporting evidence.
- 6.5** Once we have gathered all of the information and evidence from both parties, we will determine the right course of action in line with the Consumer Rights Act 2015. This will then be communicated to both parties via continued mediation in order to progress the matter to resolution. There is no legal effect on the outcome of the dispute resolution process.
- 6.6** At any point, you can decide if you no longer wish to continue with our mediation service.
- 6.7** Should we identify any undesirable practices or concerns these will be addressed with the dealer directly and the appropriate course of action will be taken. In the first instance, if the dealer is not compliant we will always provide education, training and support on the Consumer Rights Act 2015 and/or the AA Dealer Promise Code. However, should this not be successful, we will terminate the relationship immediately including all association with the brand and the AA Dealer Promise. Their vehicles will be removed from the site and instruction will be given to remove all physical and digital assets with immediate effect.
- 6.8** Should you not be satisfied with our response or the way in which the complaint has been handled, we would ask you to follow our Customer Complaints Procedure, detailing the reasons for your appeal and why you remain dissatisfied.
- 6.9** We will acknowledge receipt of your complaint within five (5) business days. Once a complaint has been received, a supervisor will undertake an initial review of the complaint. We aim to resolve within 14 business days of the lodging of a complaint,

however, this may not always be possible on every occasion. Where we have been unable to resolve a complaint within 14 business days, we will inform the client or customer of the reason for the delay and specify a date when we will be in a position to finalise the complaint.

- 6.10** If you still remain unsatisfied with how the complaint has been handled by the supervisor, or the resolution provided by us, you can request us to escalate your complaint for a manager to review. We will ask for the complaint to be put in writing.
- 6.11** Once we have finalised your complaint, we will advise you in writing of our findings and any action we have taken.

Key Information

You can find an AA Cars dealer at: <https://www.theaa.com/cars/>

If you have registered your 12 months' free Basic Breakdown Cover (or Upgrade) and your vehicle suffers a breakdown, call the AA Breakdown Team on 0800 88 77 66.

To arrange an AA Vehicle Inspection click [here](#)

If you need support regarding an issue or complaint with an AA Cars Dealer please visit: <https://www.theaa.com/cars/site/complaints>

To view our Scheme Rules, please visit: https://www.theaa.com/cars/aacars_mediation_scheme_rules.pdf

For more details please visit: <https://www.theaa.com/cars/site/contact-us>

Alternatively you may write to us using this address:

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