

Basic Breakdown Cover

Terms & Conditions Booklet

Basic Breakdown Cover Policy
and Arrangement & Administration Contract

Valid for new policies starting on or after 1st August 2017

Valid for policies renewing on or after 1st October 2017

Important information: Please read and retain



Version_0817

Welcome to Basic Breakdown Cover

This booklet is split into 2 parts and sets out the Terms & Conditions of the contracts entered into when purchasing Basic Breakdown Cover:

- 1 – Basic Breakdown Cover Policy; and
- 2 – Basic Breakdown Cover Policy Arrangement and Administration Contract.

For the purposes of these contracts and correspondence with You, Your 'Basic Breakdown Cover' refers to the above contracts collectively.

Basic Breakdown Cover involves contracting with an insurer, Automobile Association Developments Limited (trading as AA Breakdown Services), which provides the breakdown assistance services provided under Basic Breakdown Cover. The Terms & Conditions of this contract are set out in the "Basic Breakdown Cover Policy" part of this booklet.

Basic Breakdown Cover also involves a separate contract between you and us (Automobile Association Insurance Services Limited) under which we agree to arrange and administer your Basic Breakdown Cover Policy (see the "Basic Breakdown Cover Policy Arrangement and Administration Contract" part of this booklet). The premium due to the insurer 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 Basic Breakdown Cover product.

If you are uncertain of this information then please call Customer Enquiries on 0343 316 4444 where one of our advisors will be able to help.

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Part 1. Basic Breakdown Cover Policy
Your contract with Automobile Association
Developments Limited

BASIC BREAKDOWN COVER POLICY SUMMARY

This policy summary provides you with basic details of your Basic Breakdown Cover Policy.

Please note this is not a statement of the full Terms & Conditions, which can be found further on in this booklet.

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1. Who is Basic Breakdown Cover provided by?

- Basic Breakdown Cover is provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

2. Who is covered by Basic Breakdown Cover?

- The registered vehicle (provided eligible) is covered no matter who is driving.

3. What are the main features/benefits of Basic Breakdown Cover?

Service	Benefits
Basic roadside repairs	<ul style="list-style-type: none">■ Assistance at the roadside if you are broken down more than ¼ mile from home.■ Tow to the AA's choice of relevant local repairer or a local destination of Your choice, provided it is no further, for you, your vehicle and up to 7 passengers if the AA is unable to fix your vehicle at the roadside.■ One call-out a year.

4. Are there any significant exclusions or limitations to Basic Breakdown Cover?

Full details of the restrictions which apply to Basic Breakdown Cover can be found further on in this Booklet, however the key restrictions are:

Where cover is available (page 9):

- Cover is only available to residents of the UK. Residents of the Channel Islands and Isle of Man should purchase the appropriate cover for those territories.

Vehicle eligibility (see page 10):

- Service is only available to Customers travelling in a car, van, minibus or motorcycle (including quads and trikes) which complies with the stated max weight restriction of 3.5 tonnes and max width restriction of 7ft 6in (2.3m) which constitutes the overall width of the vehicle bodywork excluding mirrors, measured at the widest points.

General Terms and Conditions (see pages 12-16);

- Assistance is not available following a breakdown or accident attended by the police or other emergency service, until the vehicle's removal is authorised. If the police insist on recovery by a third party, the cost must be met by you;
- No assistance available following an accident;
- Transport of any animal is discretionary, and horses and livestock will not be recovered;
- Labour required to complete routine maintenance, running repairs and repairs if the vehicle has been towed to a garage, the cost of spare parts, fuel, oil, keys, specialist lifting equipment, and the provision of service on private property without the relevant permission;
- Service will not be provided where the fault has been identified by the AA for a breakdown of the same Vehicle within the preceding 28 days and has re-occurred because of Your failure to act upon the AA's recommendation;
- A person must be with the vehicle at both the time of breakdown and assistance. A valid customer number must be produced;
- Service will be refused and may be cancelled if anyone behaves in an abusive or threatening manner, or if the AA is owed money.

Service control (see page 16);

- Please note that further fees will be requested if you require any additional call-outs.

5. How long is Basic Breakdown Cover valid for?

The duration of your Basic Breakdown Cover Policy is 12 months.

6. What if I want to cancel or suspend Basic Breakdown Cover?

You have the right to cancel your Basic Breakdown Cover Policy within a 14 day 'cooling off period', commencing either from the agreement of the contract, or the receipt of your Basic Breakdown Cover documents, whichever happens later.

If you cancel in the cooling off period you will receive a refund of the Basic Breakdown Cover Policy premium paid, less AAIS's cancellation fee. However, if you have already received assistance then no refund will be due.

There will be no refunds following the cooling off period except when cancellation is requested by or on behalf of a Policyholder because the cover ceases to be of benefit to the Policyholder for one of the following reasons:

- 1) death of the Policyholder;
- 2) the Policyholder is permanently unable to drive due to illness or injury

Any refund will be on a pro rata basis.

We reserve the right to require the production of appropriate evidence to prove the reason for cancellation where a pro rata refund is claimed.

If the Policyholder does not meet the above cancellation criteria, but finds themselves temporarily not in need of their cover, they may be entitled to suspend their cover, in which case refer to the suspension information provided below.

Full details of your cancellation rights can be found on page 14 of this booklet.

Suspension:

If during the course of the Policy Year the Policyholder's circumstances change so that they temporarily do not require AA Breakdown Cover and they have not reached their call out limit, they may suspend their cover no more than once in each Policy Year, for a period of at least 90 days but for no more than 5 years, if:

- 1) they are living abroad, or
- 2) they have cover from another provider, or
- 3) they have access to AA Breakdown included with a new car purchase, or
- 4) they are temporarily unable to drive due to illness or injury.

We reserve the right to require the production of appropriate evidence to prove the reason for suspension.

Any unused period of cover will commence at the reactivation date (the end of the nominated suspension period). There will be no refund in respect of unused cover. Service cannot be used during the suspension period. The Policyholder must contact the AA if they wish to reactivate the cover early. If they reactivate the cover whilst already broken down, a charge may be payable, which will be confirmed at the time. When cover is reactivated, the terms and conditions in place at that time will apply, and they may have changed from the terms and conditions applying at the time of suspension.

7. What if I need to make a call out?

If you require breakdown assistance in the UK, please call 0800 887 766. You will need to provide a valid customer number, and details of your circumstances.

8. What if I need to make a complaint?

We 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 209 0556
0161 333 5910
Email: customersupport@theAA.com
Post: Member Relations
The Automobile Association
Lambert House
Stockport Road
Cheadle, Cheshire
SK8 2DY
Fax: 0161 488 7544

Text users can contact us on any of our published telephone numbers via the "Next Generation Text Service" (formally Text Relay).

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. Full details on the complaints process can be found on page 9.

9. Is AADL covered by the Financial Services Compensation Scheme (FSCS)?

No; Basic Breakdown Cover is provided by Automobile Association Developments Limited (trading as AA Breakdown Services) and this company does not fall within the FSCS

AA Registered office: Fanum House, Basing View, Basingstoke RG21 4EA. Registered in England and Wales Number: 01878835.

Your Basic Breakdown Cover Policy in full

If you require basic breakdown assistance

Where cover is available:

Basic Breakdown Cover detailed in this Policy only applies for those ordinarily resident in the UK, travelling in a vehicle which first becomes stranded in the United Kingdom. This does not include the Channel Islands and Isle of Man where Basic Breakdown Cover is not available.

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 Your Vehicle is entitled to assistance:

The AA recommends that the customer number is kept in the registered vehicle as the driver will require the number to access service, if you require assistance please be prepared to provide this number. Please note that the AA is entitled to assume that anyone driving or travelling in the registered vehicle is authorised by You to request assistance for that vehicle.

When the driver contacts the AA for assistance the driver will be asked to provide the customer number to ensure that only those who are entitled to receive service do so. If You require assistance please be prepared to provide this number.

If a valid customer number cannot be produced, the AA reserves the right to refuse service.

For further details please refer to General Terms & Conditions, clause 3f, page 13.

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 15.

If you are provided with breakdown assistance service(s) but default in making payment for your Basic Breakdown Cover Policy:

Subject to any statutory rights you may have as a consumer, if the AA provides basic breakdown assistance services under your Basic Breakdown Cover Policy, at your request or at the request of someone who the AA believes is entitled to request assistance under your Basic Breakdown Cover Policy and subsequently it becomes apparent that you have not paid for your cover, then the AA will be entitled to charge you for the services actually provided.

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

If you are not entitled to any AA Breakdown Cover services or you are not, at the time of the breakdown, entitled to the particular service(s) you require, the AA may still be prepared to provide the required assistance. However, if so, in addition to paying the price for the relevant AA product, a supplementary premium will be payable. The cost of this premium will be confirmed to you ahead of purchase.

If you require assistance following an accident:

If you have been involved in an accident and require assistance, the AA may, at its discretion and upon payment of the appropriate fee, provide you with AA Membership Breakdown Cover, where assistance will be available. The cost of this will be confirmed to you ahead of purchase. Where a roadside repair is not possible, if You agree we can arrange, but not pay for, repairs or recovery of the vehicle from the scene of the accident, the fees and who is liable for these will be advised at the time.

If you need to complain

We 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 209 0556
0161 333 5910

Email: customersupport@theAA.com

Post: Member Relations
The Automobile Association
Lambert House
Stockport Road
Cheadle, Cheshire
SK8 2DY

Fax: 0161 488 7544

Text users can contact us on any of our published telephone numbers via the "Next Generation Text Service" (formally Text Relay).

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.

Definition of words and phrases used in this Policy

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 insurer of the breakdown cover, which is Automobile Association Developments Limited (trading as AA Breakdown Services).

'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 to bring 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.

'Policyholder' means the person to whom the policy documentation is addressed, and whose address is recorded with the AA as the home address of the vehicle registered under the relevant Basic Breakdown Cover Policy.

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

'Policy Year(s)' means the period(s) of 12 months commencing from the start of the policy or from any anniversary of the start of that policy.

'You', 'Your' means:

- The Policyholder and any person who is travelling in, and who requests assistance for, a vehicle which is registered under Basic Breakdown Cover Policy with the AA.

'Your Vehicle' means:

- The vehicle which has been registered for cover with the AA at the time of the relevant breakdown or accident; and provided always that any such vehicle meets the vehicle specifications set out on page 10.

About the Basic Breakdown Cover Policy

Duration of cover

Basic Breakdown Cover is available on an annual recurring payment basis.

- The duration of the Basic Breakdown Cover policy is 12 months. Cover must be paid for annually in a lump sum under a Direct Debit mandate or continuous payment authority. As cover is paid for under a recurring payment arrangement it will automatically be renewed at the end of the Policy Year unless the Policyholder tells us otherwise or we have advised to the contrary. The Policyholder will always be notified in advance of renewal and have the opportunity to cancel their Basic Breakdown Cover Policy with effect from renewal.

Vehicle eligibility

Breakdown assistance is only available for cars, vans, minibuses or motorcycles (including quads and trikes) 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.

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

Maximum Vehicle Width: 7ft 6in (2.3m) which constitutes the overall width of the vehicle bodywork excluding mirrors measured at the widest points

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

In addition to the general vehicle eligibility set out above, the following also apply:

- a) Basic Breakdown Cover is only available for a vehicle which has been registered with the AA at the time assistance is requested; and
- b) Must be a UK vehicle which is registered with the DVLA; and
- c) It is possible to change the vehicle registered under Basic Breakdown Cover during the Policy Year. Please note however that service will not be available for the new vehicle until 24 hours after the AA receives notification of the vehicle change. In addition the AA reserves the right not to re-register any vehicle which has been previously registered during the same Policy Year. The AA are unable to complete more than 3 vehicle changes requested within the Policy Year.

For the avoidance of doubt, we do cover electric cars, vans, minibuses and motorcycles.

Service Descriptions – What is covered and what is not covered

Basic Breakdown Cover Policy

Basic Breakdown Cover is only available as Vehicle cover, for a registered (eligible) vehicle. If you would like different cover, please call 0343 316 4444.

Basic Breakdown Cover does not include other AA Membership options (e.g. Home Start, Relay, Stay Mobile and Breakdown Repair Cover). If you require any such options, and the AA is prepared to offer such products you will need to pay a surcharge. Please see page 8 above for details.

What is covered:

- Basic Breakdown Cover is available if Your Vehicle is stranded on the highway more than a quarter of a mile from the Policyholder's Home Address following a breakdown;
- If, following a breakdown, a Patrol or appointed agent cannot fix Your Vehicle, it, together with the driver and up to a maximum of seven passengers, will be taken to the AA's choice of relevant local repairer (in the case of an electric Vehicle which has run out of charge, this will be to the nearest charge point, this may not be a rapid charge point or in the direction You are travelling) or to a local destination of Your choice, provided it is no further;
- The AA can 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 Basic Breakdown Cover, 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, petrol, oil, keys or other materials required to repair Your Vehicle or any supplier delivery service, 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 Basic Breakdown Cover at the scene of the breakdown;
- 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;
- After Your Vehicle has been recovered following a breakdown, a second or subsequent recovery or tow is not covered;
- All things excluded under General Terms & Conditions (see pages 12-16).

General Terms & Conditions

General exclusions

1. Basic Breakdown Cover does not provide for:
 - a. **Any 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. **Garage labour costs**

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. **Fuel draining**

Any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. In the event of the introduction of an inappropriate substance which results in the need to drain or remove fuel, lubricants or other fluids, the only recovery the AA will make available to you will be to arrange for your vehicle, the driver and up to 7 passengers to be taken to the AA's choice of relevant local repairer or another location of your choice, provided it is no further, but you will have to pay for any work required;
 - d. **Failure to carry a serviceable spare**

Any additional charges resulting from Your failure to carry a legal and serviceable spare wheel or tyre, 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. **Vehicles on private property**

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. **Excess passengers**

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. **Ferry, toll charges**

Any ferry, toll or congestion charges incurred in connection with Your Vehicle as a result of it being recovered;
 - i. **Recovering vehicles from trade or auction**

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. **Transporting from trade premises**

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. **Locksmiths, tyre, glass or bodywork specialists**

The cost (including any call out charge) of any locksmith, glass, tyre or bodywork 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 professional 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 professional opinion, mobilise the vehicle, no further service will be available for the breakdown in question;
 - l. **Specialist lifting equipment**

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. **Transporting animals**

The transportation or arrangement of the transportation of any animal (guide dogs or hearing dogs will be transported together with their owner, unless this is not possible for health

and/or safety reasons). The AA will not recover horses or livestock. If the AA does at its absolute discretion, agree to transport an 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. **Participation in sporting events**

Assistance for vehicles broken down as a result of taking part in any "Motor Sport Event", including but not limited to 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. Basic Breakdown Cover does not provide assistance or recovery following an accident; If you have been involved in an accident and require assistance, the AA may, at its discretion and upon payment of the appropriate fee, provide you with AA Membership Breakdown Cover, where assistance will be available. Where a roadside repair is not possible, if you agree we can arrange but not pay for, repairs or recovery of the vehicle from the scene of the accident, the fees and who is liable for these will be advised at the time.

General rights to refuse service

Please note: if a Policyholder is refused service by the AA the Policyholder has the right to an explanation in writing (see "If you need to complain" page 9 for Member Relations contact details).

3. The AA reserves the right to refuse to provide or arrange assistance where the service request is for, or relates to:
- a. **Repeat breakdowns within 28 days**
i.e. where 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. **Unattended vehicles**
i.e. where 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. **Unsafe, unroadworthy, unlawful vehicles**
i.e. where in the AA's reasonable opinion, immediately before the relevant breakdown or accident, Your Vehicle was dangerous, overladen, unroadworthy or otherwise unlawful to use on a public road. Without restricting the generality of the AA's rights under this provision and Your responsibility to comply with all applicable legal requirements, please note that for a UK registered vehicle to be used or kept on a public road, and subject to any relevant exemption that may apply, the vehicle must have a current excise licence (that is, up to date vehicle tax) a current MOT test certificate and have in force valid motor insurance to the minimum level required under UK law;
 - d. **Assisting where unsafe or unlawful activities**
i.e. where other than solely as a result of a failure on the part of the AA, the giving of service would involve any 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. **Delay in reporting**
i.e. where the breakdown is not reported within 24 hours of you becoming aware of the breakdown. (The AA may agree to extend this period in exceptional circumstances);
 - f. **We cannot verify your policy**
i.e. where You cannot produce a valid customer number (or appropriate receipt). If this cannot be produced, and the AA is unable to verify that the appropriate Basic Breakdown Cover is held, the AA reserves the right to refuse service. The AA may, at its discretion, offer service on the immediate payment (by credit, debit or switch card) of the usual price for Basic Breakdown Cover, plus a supplementary surcharge for joining while already requiring assistance. The cost of this will be confirmed to you at the time of purchase. The amount paid will be fully refunded if it can be established that Basic Breakdown Cover was held at the time of the breakdown (For information, please see section 4 of the Basic Breakdown Cover Policy Arrangement and Administration Contract on page 18, for AAIS's fees in the event of refund). No refunds will be given if Your Policy entitlement cannot be proved, or simply because Your Vehicle cannot be fixed at the roadside;

g. **Unreasonable behaviour**

i.e. where the AA reasonably considers, on reasonable grounds, that You:

- (i) or anyone accompanying You, or who is receiving, or entitled to receive assistance in connection with Your Policy, 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

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

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 contact a garage direct, You will have to settle its bill and the AA will be under no obligation to reimburse You for the cost of call out or repairs.

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, whilst AA Patrols will exercise such care & skill as is reasonable in a roadside emergency situation in determining whether the vehicle is safe to drive, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned.

Cancellation & Suspension of Basic Breakdown Cover

8. The Policyholder has the right to cancel their Basic Breakdown Cover Policy within a 14 day 'cooling off period', commencing either from the agreement of the contract (which is the renewal date where renewing cover) or the receipt of the relevant Basic Breakdown Cover documents, whichever happens later.
The following refund policy will apply for cancelling Basic Breakdown Cover within the cooling off period:
- a) The Policyholder will receive a refund of the Basic Breakdown Cover Policy premium paid, less AAIS's cancellation fee. However, if you have already received assistance then no refund will be due. Please see section 4 of the Basic Breakdown Cover Policy 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 Policy.
9. Outside of any relevant cooling off period (on joining or renewal) the Policyholder may cancel their Policy however, there will be no refunds for cancellation except when cancellation is requested by or on behalf of a Policyholder because the cover ceases to be of benefit to the Policyholder for one of the following reasons:

- 1) death of the Policyholder;
- 2) the Policyholder is permanently unable to drive due to illness or injury

Any refund will be on a pro rata basis.

We reserve the right to require the production of appropriate evidence to prove the reason for cancellation where a pro rata refund is claimed.

If the Policyholder does not meet the above cancellation criteria, but finds themselves temporarily not in need of their cover, they may be entitled to suspend their cover, in which case refer to the suspension information provided below.

10. **Suspension:**

If during the course of the Policy Year the Policyholder's circumstances change so that they temporarily do not require AA Breakdown Cover and they have not reached their call out limit they may suspend the cover no more than once in each Policy Year, for a period of at least 90 days but for no more than 5 years, if:

- 1) they are living abroad, or
- 2) they have cover from another provider, or
- 3) they have access to AA Breakdown included with a new car purchase, or
- 4) they are temporarily unable to drive due to illness or injury.

We reserve the right to require the production of appropriate evidence to prove the reason for suspension.

Any unused period of cover will commence at the reactivation date (the end of the nominated suspension period). There will be no refund in respect of unused cover. Service cannot be used during the suspension period. The Policyholder must contact the AA if they wish to reactivate the cover early. If they reactivate the cover whilst already broken down, a charge may be payable, which will be confirmed at the time. When the cover is reactivated, the terms and conditions in place at that time will apply, and these may have changed from the terms and conditions applying at the time of suspension.

11. The AA shall have the right to cancel any Basic Breakdown Cover Policy if:
- a) the AA has been entitled to refuse service under clause 3g, page 13;
 - b) the AA considers, in its reasonable opinion, and as a result of the Policyholder's, conduct, that there has been a breakdown in its relationship with the Policyholder; or
 - c) the Basic Breakdown Cover Policy was taken out where the AA was, or is, entitled to cancel an existing or previous Policy under a) or b) of this clause or
 - d) you behave inappropriately to any representative of the AA by acting in an abusive manner via any communication medium.

In the event that the AA cancels the Basic Breakdown Cover Policy in accordance with this clause the AA shall give a pro rata refund (calculated on a daily basis) of the premium based on the unexpired cover at cancellation.

Changes to your Continuous Payment details

12. Please note as the cover is paid via a continuous payment authority, if the relevant account and/or card details change, we will approach the card provider/bank for, or receive from the card provider/bank, updated details to help continue to provide the services requested.

Autorenewal

13. Basic Breakdown Cover can only be paid for annually by Direct Debit or Continuous Payment Card authority and the policy will be automatically renewed at the end of each Policy Year unless the Policyholder tells us otherwise. A reminder will be sent, giving at least 14 days' notice, advising of the cost of Basic Breakdown Cover and of any changes to its Terms and Conditions which will take effect at renewal. If a Policyholder does not want to renew on this basis, they should notify the AA by the relevant renewal date. Where the Policyholder's decision not to renew is received within the 7 days leading up to the relevant renewal date, it may not be possible to prevent payment being collected under the connected Direct Debit or Continuous Payment Card authority: this payment will be repaid if the policy is not renewed. A decision not to renew should be notified by contacting AAIS on 0800 435 980, see section 3 of the Basic Breakdown Cover Policy Arrangement and Administration Contract on page 18. The AA reserves the right not to offer renewal.

Changes to Terms & Conditions

14. 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 Policy Year, on the giving of at least two weeks notice, where this is necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

Changes to your Personal Details

15. Changes to your name or address must be notified to the AA immediately. This must be done by contacting AAIS on 0343 316 4444 or by writing to AAIS at:
**Customer Administration, The AA, Lambert House,
Stockport Road, Cheadle, Cheshire, SK8 2DY.**

Matters outside the AA's reasonable control

16. While the AA seeks to meet the service needs of Policyholders 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, roads that are not reasonably accessible by the AA, 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

17. The AA shall not, in any event, and to the extent permitted by law, have any responsibility for
- (a) any increased costs or expenses; or
 - (b) any loss of:
 - (i) profit; or
 - (ii) business; or
 - (iii) contracts; or
 - (iv) revenue; or
 - (v) anticipated savings; or
 - (c) 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), 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

18. 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.
19. None of the Terms & Conditions, or benefits, of the Basic Breakdown Cover Policy are enforceable by anyone else other than the Policyholder. 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

20. 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

21. Your Basic Breakdown Cover Policy and these Terms & Conditions are governed and should be interpreted by the laws of England and Wales. The EEA State for the purpose of Basic Breakdown Cover 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

Each Basic Breakdown Cover Policy is limited to 1 call out per Policy Year. Service Control is designed to help keep Your Policy affordable by making sure that high use by a minority of Policyholders is avoided.

Fees for additional call outs during the Policy Year

If you require any additional call-outs, the AA will be entitled to charge an additional fee upon each subsequent call-out to continue Basic Breakdown Cover, or offer AA Breakdown Membership upon payment of the relevant fee, plus a surcharge.

Part 2. Basic Breakdown Cover Policy Arrangement and Administration Contract – Your contract with AAIS

Basic Breakdown Cover Policy 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 Basic Breakdown Cover Policy.

The minimum duration of your arrangement and administration contract with AAIS is the duration of your Basic Breakdown Cover Policy and your contract with AAIS will terminate simultaneously with the termination of the related Basic Breakdown Cover Policy (whatever the reason for such termination).

1. Who regulates AAIS?

AAIS is authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority is an independent body that regulates the financial services industry in the UK. 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 Financial Services Register by visiting their website www.fca.org.uk or by contacting 0800 111 6768. The registration number is 310562.

2. Which companies does AAIS deal with?

AAIS deals with Automobile Association Insurance Services Limited (trading as AA Breakdown Services) which underwrites the Basic Breakdown Cover. AAIS acts as an agent of these underwriters, when accepting or refunding premiums. 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 on offer: AAIS will provide you with information on breakdown cover available from the insurer.
- 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 Policy documentation.
- Administering breakdown cover: After arranging breakdown cover AAIS will administer it on your behalf, including supplying replacement Policy documentation, keeping your Policy records up to date, dealing with enquiries; making changes to payment methods, renewing your cover (including Autorenewal) and cancelling your cover (including refunds of premium on behalf of the insurer(s)).
- If, during the currency of your AA Policy, the relevant insurer wishes to alter the Terms & Conditions of 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.

AAIS act for the insurer(s) in marketing their insurance products: AAIS is authorised to act for the insurer when entering into a contract of insurance with you on their behalf. AAIS may receive and retain commission from the insurer in respect of any insurance that you take out through it.

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

AAIS will always inform you of, or confirm in writing, its fees for the services it provides under this contract and the fees will be identified separately from the Basic Breakdown Cover premium.

AAIS will normally charge an arrangement and administration fee in relation to the services it provides. You will be advised, in advance, if this fee will apply, and the amount payable.

AAIS may charge a credit card fee of up to 2% of the transactional value if you pay by credit card (the ‘credit card charge’). You will be advised, in advance, if this fee will apply and the amount payable.

Subject to statutory rights you may have as a consumer, AAIS will not refund any of its fees except:

- a) If the AA refund fees in the circumstances set out in Clause 3f on page 13;
- b) If you cancel in circumstances set out in Clause 10b or c on page 14;
- c) If you cancel in circumstances set out in Clause 8 on page 14 AAIS will refund its fees, but may **charge a cancellation fee of £20.**

AAIS will also tell you about any other charges relating to Basic Breakdown Cover.

AAIS has authorised AADL to act as its agent for the purpose of receiving any amounts due under contract with AAIS. Payments will be collected using the payment method provided when purchasing your Basic Breakdown Cover Policy.

If you are due a refund of premium following cancellation or another transaction, AAIS will be entitled to deduct any fee, charges or other sums you owe in respect of Basic Breakdown Cover before making any such refund.

5. Changes to Arrangement and Administration contract

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 Policy Year, on the giving of at least two weeks notice, where this is necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

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, roads that are not reasonably accessible by the AA, 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

a) any increased costs or expenses; or

b) any loss of

(i) profit; or

(ii) business; or

(iii) contracts; or

(iv) revenue; or

(v) anticipated savings; or

c) 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), from breach of contract or otherwise.

For the avoidance of doubt, nothing in this clause 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 Policyholder. 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?

We 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 209 0556
0161 333 5910

Email: customersupport@theAA.com

Post: Member Relations
The Automobile Association
Lambert House
Stockport Road
Cheadle, Cheshire
SK8 2DY

Fax: 0161 488 7544

Text users can contact us on any of our published telephone numbers via the "Next Generation Text Service" (formally Text Relay).

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 123 9 123
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk
Post: The Financial Ombudsman Service
Exchange Tower
London E14 9GE

Please note that consumer disputes relating to a product or service that has been bought online may be submitted to the European Commission Online Dispute Resolution platform at the following website : <http://ec.europa.eu/odr>.

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

The activities of AAIS in arranging Basic Breakdown Cover 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 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.

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 AA Group of companies (being AA plc, together with any entity in which AA plc directly or indirectly has at least a 50% shareholding) ("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) 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.
- 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 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.

*See the AA privacy policy at theAA.com/termsandconditions/privacy_policy.html for further details.

AA COMPANY DETAILS

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

Automobile Association Insurance Services Limited is an insurance intermediary authorised and regulated by the Financial Conduct Authority. Registered office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA. Registered in England and Wales Number: 2414212.

USEFUL CONTACT INFORMATION

For Breakdown Assistance in the UK:	0800 88 77 66
To renew Basic Breakdown Cover:	0800 43 59 80
To purchase European Breakdown Cover:	0800 444 500
Enquiries or policy changes:	0343 316 4444 or 0161 332 1789
For Breakdown Assistance in the Republic of Ireland (under discretionary/reciprocal arrangements)	00800 88 77 66 44

SMS text messaging is available for use by deaf, hard of hearing or speech impaired Policyholders in a breakdown situation by sending an SMS to 07860 027 999.

Information is available in large print, audio and Braille on request. Please call 0800 262 050 for details.

Text Phone users can contact us using Next Generation Texting by prefixing any of our numbers with 18001.

theAA.com