

# **Bank of Scotland Added Value Account Enhanced AA Breakdown Cover**

UK AA Breakdown Cover Policy  
and Arrangement & Administration Contract

For new and renewing policies  
on or after 4th June 2015



*Your 4th  
Emergency  
Service*

# Welcome to the AA

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A warm welcome to the AA and thank you for purchasing enhanced AA Breakdown Cover. The AA's Breakdown Service is available 24 hours a day, 365 days a year. As the UK's largest motoring organisation the AA deals with around 3.5 million breakdowns each year throughout the UK, Channel Islands and the Isle of Man.

This booklet is split into 2 parts and sets out the Terms & Conditions of the contracts entered into when purchasing enhanced AA Breakdown Cover, which can be purchased to increase the level of assistance available to you under your Bank of Scotland AA Roadside Assistance Policy (the "Bank of Scotland Policy").

- 1 - AA Breakdown Cover Policy
- 2 - AA Breakdown Cover Arrangement and Administration Contract

For the purposes of these contracts and correspondence with you, your "enhanced AA Breakdown Cover" refers to the above contracts collectively.

Please read this booklet carefully and keep it in a safe place as any use of your enhanced AA Breakdown Cover is subject to these Terms & Conditions.

Please read this booklet carefully and keep it in a safe place as any use of your breakdown cover is subject to these Terms & Conditions. Please note that whilst most of the Terms & Conditions relating to Breakdown Cover apply to all UK Customers, there are some variations depending on the type of cover you have purchased. To understand which of the Terms & Conditions apply to your particular enhanced AA Breakdown Cover, please make sure you are aware of the type of cover you hold. Your cover will be detailed in the accompanying letter or advised to you separately and this will confirm the level of AA Breakdown Cover you hold (which determines the extent of service you receive). If you are uncertain of this information then please call customer enquiries on the relevant Bank of Scotland Added Value Account telephone number shown on the back page where one of our advisors will be able to help.

This enhanced AA Breakdown Cover can involve you contracting with two insurers for your breakdown cover: Roadside, Home Start and Relay are provided by Automobile Association Developments Limited (trading as AA Breakdown Services) and Stay Mobile is provided by Acromas Insurance Company Limited (AICL). The Terms & Conditions of the AA Breakdown Cover are set out in the "AA Breakdown Cover Policy" part of this booklet.

When you take out this enhanced AA Breakdown Cover you also enter into a separate contract with us (Automobile Association Insurance Services Limited) under which we agree to arrange and administer your AA Breakdown Cover (see the "AA Breakdown Cover Arrangement and Administration Contract" part of this booklet). The premiums due to the insurer(s) and the fee(s) for our services are detailed in the accompanying letter or advised to you in writing separately and together these amounts make up the total cost of your enhanced AA Breakdown Cover.

If your Bank of Scotland Added Value Account is terminated during a subscription year we reserve the right to require an additional payment (at our then prevailing rate) to continue the cover previously provided under the Bank of Scotland Policy until the expiry date of your AA Breakdown Cover. If we do not receive the required payment the AA will be entitled to terminate your cover and, in that case, will refund any balance of amounts paid on a pro rata basis, less any additional administration charge, provided no service has been given.

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Part 1. AA Breakdown Cover Policy  
– Your contract with the Insurer(s)

# AA BREAKDOWN COVER POLICY SUMMARY

**keyfacts**<sup>®</sup>

## AA Breakdown Policy Summary

This policy summary provides you with basic details of your AA Breakdown Cover. The AA provides a number of levels of Breakdown Assistance which are outlined in the summary below – please check the letter provided to you or with your sales advisor for details of the level of cover you hold. Please note this is not a statement of the full Terms & Conditions, which are detailed later in this booklet.

### 1. Who is AA Breakdown Cover provided by?

- Roadside Assistance, Relay and Home Start are provided by Automobile Association Developments Limited (trading as AA Breakdown Services).
- Stay Mobile is underwritten by Acromas Insurance Company Limited (AICL).

### 2. Who is covered by AA Breakdown Cover?

- Single Cover** Covers the Account holder, as driver or passenger, in any eligible vehicle. Single cover is only available to those who are sole Account holders of a Bank of Scotland Added Value Account.
- Joint Cover** Extends cover to entitle one other nominated Joint Bank of Scotland Account holder, living at the relevant Account holder's home address, access to the Customer's cover. Joint cover is only available to those who have a joint Bank of Scotland Added Value Account.

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

Service	Benefits
<b>Roadside Assistance</b>	■ 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 for you, your vehicle and up to 7 passengers if the AA is unable to fix your vehicle at the roadside.
<b>Home Start</b>	■ Provides the benefits outlined under 'Roadside Assistance', if you break down at or within ¼ mile from home.
<b>Relay</b>	■ Recovery to any single UK destination of your choice if the AA is unable to fix your car at the roadside or arrange a prompt local repair.
<b>Stay Mobile</b>	■ Choice of onward travel options if the AA is unable to fix your car at the roadside or arrange a prompt local repair. ■ Options include replacement car for up to 72 consecutive hours (a collection and delivery service, or equivalent, is available from chosen suppliers, subject to availability and to supplier's Terms and Conditions (including payment of supplier's fuel charges)), public transport costs or overnight accommodation.

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

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

**Where cover is available (page 9):**

- Service is only available within the UK, Channel Islands and Isle of Man.

**Vehicle specifications (see page 12):**

- Service is only available to Customers travelling in a car, van, minibus or motorcycle which complies with the stated max weight restriction of 3.5 tonnes and max width restriction of 7ft 6in (2.3m).

**General Terms and Conditions (see pages 16-21):**

- 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 recovery (including a local tow) is available following an accident;
- Transport of any animal is discretionary, and horses and livestock will not be recovered;
- Routine maintenance, running repairs, the cost of spare parts, fuel, oil, keys, specialist lifting equipment, garage or other labour required to repair your vehicle are excluded, as is the provision of service on private property without the relevant permission;
- Service is discretionary where it is requested to deal with the same or a similar fault or cause of breakdown to that attended in regard to the same vehicle within the preceding 28 days;
- The customer must be with the 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 and may be cancelled if anyone behaves in an abusive or threatening manner, or if the AA is owed money.

**Replacement vehicle (see page 15):**

- Any car hire that may be arranged for you will be subject to the hirer's Terms & Conditions.

**Service control (see page 22):**

- Please note that further premiums may be requested if the maximum number of call-outs is exceeded.

#### 5. How long is AA Breakdown Cover valid for?

The duration of your AA Breakdown Cover is 12 months.

#### 6. What if I want to cancel AA Breakdown Cover?

You have the right to cancel your AA Breakdown Cover within a 14 day 'cooling off period', commencing either from the agreement of the contract, or the receipt of your enhanced AA Breakdown Cover documents, whichever happens later. The following refund policy will apply for customers cancelling within the cooling off period:

If you were not in a breakdown situation when you purchased AA Breakdown Cover you will receive a full refund less the cancellation charge that Automobile Association Insurance Services Limited make.

Subject to any other statutory rights you may have, there will be no refunds following the cooling off period.

Full details of your cancellation rights can be found on page 19 of this booklet.

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

If you require breakdown assistance in the UK, please call the relevant Bank of Scotland Added Value Account telephone number shown on the back page. You will need to provide details of your circumstances. Please be prepared to show your entitlement card.

**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 07860 027 999.**

## 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  
Email: customersupport@theAA.com  
Post: Customer Relations  
The Automobile Association  
Lambert House  
Stockport Road  
Cheadle, Cheshire SK8 2DY  
Fax: 0161 488 7544

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 10.

## 9. Is AA Breakdown Cover covered by the Financial Services Compensation Scheme (FSCS)?

Acromas Insurance Company Limited (AICL), only, is covered by the FSCS. If any of the cover you have purchased is underwritten by AICL, you may be entitled to compensation from the scheme if AICL cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk). Alternatively by telephone on either 0800 678 1100 or 0207 741 4100.



## YOUR AA BREAKDOWN POLICY IN FULL

### If you require Breakdown Assistance

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**Where cover is available:**

Breakdown cover detailed in this Policy only applies when you are travelling in a vehicle which first becomes stranded in the United Kingdom, the Channel Islands and Isle of Man.

This AA Breakdown Cover is only available to those ordinarily resident in the UK, the Channel Islands and Isle of Man.

**How to contact the AA:**

If you have broken down and require assistance, please contact the AA on the relevant Bank of Scotland Added Value Account telephone number shown on the back page. It is important that you contact the AA because if you contact a garage direct you will have to settle the bill and the AA will not be obliged to reimburse you.

**How the AA will identify that you are entitled to assistance:**

If you have access to breakdown cover please always carry your entitlement card with you (this is also applicable to Joint Customers). When you contact the AA for assistance you will be asked to show your AA entitlement card to ensure that only those Customers entitled receive service. If a valid entitlement card and additional proof of identity cannot be produced, the AA reserves the right to refuse service. For further details please refer to General Terms & Conditions, clause 3f, page 18. Please also note that you should advise Bank of Scotland immediately of any changes to name or address and they will inform us. Please refer to General Terms & Conditions, clause 14 page 20.

**If you don't have cover or don't hold the relevant level of cover:**

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

**If you are provided with breakdown assistance service(s) but default in making payment for your AA Breakdown Cover (or for the relevant part thereof):**

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

## If you need to complain

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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.

a) There are several ways you can contact us:

Phone: 0344 209 0556  
Email: [customersupport@theAA.com](mailto:customersupport@theAA.com)  
Post: Customer Relations  
The Automobile Association  
Lambert House  
Stockport Road  
Cheadle, Cheshire SK8 2DY  
Fax: 0161 488 7544

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.

b) There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 123 9 123  
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: The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

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

Stay Mobile, which is provided by Acromas Insurance Company Limited (AICL), is covered by the FSCS. If you have purchased Stay Mobile you may be entitled to compensation from the scheme if AICL cannot meet its obligations in relation to that cover. This depends on the type of business and the circumstances of the claim. General insurance provided by a regulated insurer such as AICL is covered 90% of the claim, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk). Alternatively by telephone on either 0800 678 1100 or 0207 741 4100. Please note that Roadside, Relay and Home Start are provided by Automobile Association Developments Limited (trading as AA Breakdown Services) and this company does not fall within the FSCS.

## Definition of words and phrases used in this Policy

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

**'AA'** means the relevant insurer of the breakdown cover being Automobile Association Developments Limited (trading as AA Breakdown Services) for Relay and Home Start and Acromas Insurance Company Limited for Stay Mobile or either or both of those insurer(s), as the context requires or allows.

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

**'Breakdown'** means an event:

- a) which causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily brings the vehicle to a halt on a journey because of some malfunction of the vehicle or failure of it to function; and
- b) after which the journey cannot reasonably be commenced or continued in the relevant vehicle; provided always that any part or other failure shall not be considered to be a breakdown unless it results in the vehicle not working as a whole.

**'Customer'** means the person to whom the enhanced breakdown cover documentation is addressed and who has purchased or been given cover.

**Please note:** Any contract for breakdown cover is between the person to whom the cover documentation is addressed and who has purchased or been given cover and the AA and not, between the AA and any person nominated as a Joint customer.

**'The Bank of Scotland Policy'** means the customer's Bank of Scotland AA Roadside Assistance policy.

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

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

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

**'You', 'Your'** means the customer and/or if the context requires, any Joint Account holder who has been nominated by that person.

**'Your Vehicle'** means the vehicle in which you are travelling in at the time of the relevant breakdown or accident provided always that any such vehicle meets the vehicle specifications set out on page 12.

## About our Breakdown Cover

This section details the different kinds of breakdown cover that are available to Bank of Scotland Value Account Customers. The cover You hold will be set out in the accompanying letter, or if changes are made these will be confirmed to You separately in writing.

### Services available

The level of AA Breakdown Cover which comes with your account / Enhanced Cover available:

Bank of Scotland Added Value Account	Level of cover received with AVA	Enhanced cover available
<b>Silver</b>	Roadside Assistance, Accident Management	Relay, Home Start, Stay Mobile
<b>Gold</b>	Roadside Assistance, Accident Management	Relay, Home Start, Stay Mobile
<b>Platinum</b>	Roadside Assistance, Relay, Home Start, Accident Management	Stay Mobile

Relay, Home Start and Stay Mobile services are only available 24 hours from purchase.

### Types of cover

#### Personal cover:

- **Single cover:** Covers the Account holder, as driver or passenger, in any vehicle (within the limits specified in the section below). Single cover is only available to those who are sole Account holders of a Bank of Scotland Added Value Account.
- **Joint cover:** Extends cover to entitle one other nominated Joint Bank of Scotland Account holder, living at the relevant Account holder's Home Address, access to the Customer's cover. Joint cover is only available to those who have a Joint Bank of Scotland Added Value Account.

### Vehicle specifications

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

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

**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, provided that it falls within the above limits.

### Transportation of Animals

Please note that horses or livestock will not be recovered and the recovery of any animal is generally at the AA's discretion. See under General Terms & Conditions, clause 1m, page 17.

## Service Descriptions – What is covered and what is not covered

### Roadside Assistance

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*Provided by Automobile Association Developments Limited (trading as AA Breakdown Services).*

#### **What is covered for UK customers:**

- Roadside Assistance is available if Your Vehicle is stranded on the highway more than a quarter of a mile from the Customer's Home Address following a Breakdown or accident.
- If, following a Breakdown, a Patrol or appointed agent cannot fix Your Vehicle within a reasonable time, 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 or to a local destination of Your choice, provided it is no further.
- The AA will make a telephone call at Your request following a Breakdown.
- Please note that any contract for repair, other than repairs carried out by the AA or its agent at the roadside under Your AA 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 covered for Channel Island & Isle of Man customers**

- Roadside Assistance is available to You in the UK and on Your Resident Island (for Channel Island residents this will include both Jersey and Guernsey) if Your Vehicle is stranded on the highway more than a quarter of a mile from the Customer's Home Address following a Breakdown or accident;
- If, following a Breakdown, a Patrol or appointed agent cannot fix Your Vehicle within a reasonable time, it, together with the driver and up to a maximum of seven passengers, will; (a) following a Breakdown in the UK or, for Channel Island residents only, in whichever of Jersey or Guernsey is not Your Resident Island, be taken to the AA's choice of relevant local repairer or, alternatively, to a local destination of Your choice, provided it is no further, and (b) following a Breakdown on Your Resident Island, be taken together with the driver and up to a maximum of seven passengers (see General Terms & Conditions, clause 1g page 16.) to a single destination of Your choice on the customer's Resident Island. If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation
- The AA will make a telephone call at Your request following a Breakdown.
- Please note that any contract for repair, other than repairs carried out by the AA or its agent at the roadside under Your AA 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 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 cover at the scene of the Breakdown or accident.
- Any additional transport or other costs that You might incur or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany Your Vehicle while it is being recovered.

- Routine maintenance and running repairs e.g. radios, interior light bulbs, heated rear windows.
- Any recovery or tow following an accident (see General Terms and Conditions, clause 2, page 17).
- Assistance following a Breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the Vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by You.
- A second or subsequent recovery, after Your Vehicle has been recovered following a Breakdown.
- All things excluded under General Terms and Conditions (see pages 16-21).

## Home Start

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

### What is covered:

- Home Start is an optional extra to Roadside Assistance and is available only to those who have paid for the additional Home Start cover at least 24 hours before the Breakdown occurred;
- 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 Customer's Home Address.

### What is not covered:

- All things excluded under 'Roadside Assistance' 'What is not covered' above.

## Relay

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

### What is covered:

- Relay is an optional extra to Roadside Assistance and is available only to those who have paid for the additional Relay cover at least 24 hours before the Breakdown occurred;
- Relay is available when the AA provides either Roadside Assistance or Home Start service and the AA cannot arrange a prompt local repair;
- Relay provides recovery of Your Vehicle, together with the driver and up to a maximum of seven passengers to any single destination of Your choice in the UK (see also General Terms & Conditions, clause 1g, page 16).

### What is not covered:

- If You join already requiring Relay and the AA is prepared to provide Relay assistance for the Breakdown concerned then, in addition to charging an increased premium, the AA is entitled to limit the relevant recovery under Relay to the maximum mileage notified at the time the request for the relevant assistance was made and to charge for any recovery provided in excess of that mileage;
- Relay does not provide recovery in cases of mis-fuelling. In such cases service will be restricted to a local tow provided under your Roadside Assistance cover;
- All things excluded under 'Roadside Assistance' 'What is not covered', above.

### Compassionate Relay Assistance:

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

## Stay Mobile

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Underwritten by Acromas Insurance Company Limited.

### **What is covered:**

- Stay Mobile is only available where the additional Stay Mobile cover has been paid for at least 24 hours before the relevant Breakdown occurred;
- Stay Mobile is available if Your Vehicle is immobilised following a Breakdown which the AA has attended under Roadside Assistance or Home Start and where the AA cannot arrange a prompt local repair. In these circumstances and at that time, as well as recovering Your Vehicle to any single UK destination, Customers with Stay Mobile may choose from either a replacement vehicle OR overnight accommodation OR public transport costs (see overleaf for full details of what is covered under each benefit).

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

- Stay Mobile cannot be provided retrospectively;
- Stay Mobile is not available following an accident or self induced fault (see General Terms & Conditions, clause 2, page 17).

### **Stay Mobile benefit options:**

#### **A: Replacement vehicle**

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

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

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

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

##### **Please note:**

Replacement cars are supplied to You by the AA's chosen suppliers. The vehicle hire agreement will be between You and the relevant supplier and will be subject to that supplier's Terms & Conditions. These will usually require or include (amongst other things):

- Production of a full driving licence valid at the time of issue of the hire vehicle;
- Limits on acceptable endorsements;
- Limitations on the availability and/or engine capacity of the replacement vehicle;
- A deposit e.g. for fuel (please note that a Credit or Debit card will be required for the deposit);
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months;
- Under this policy drivers aged at 18-21 years are restricted to a hatchback type vehicle up to 1,200cc;
- If the AA's chosen supplier refuses hire for any reason, You have a pay and claim option which must be authorised by the Stay Mobile team, along with the price prior to being arranged by the Customer. Claims should be made in writing and sent together with proof of purchases and receipts to: The AA, Stay Mobile Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA.

**OR**

**B: Public transport costs**

The AA will reimburse public transport costs incurred by the driver and up to a maximum of seven passengers (see General Terms & Conditions clause 1g, on page 16) in travelling to a single UK mainland destination or on Your Resident Island (costs must be agreed at the time of breakdown by the Stay Mobile team). For Channel Island residents we will cover Your costs for whichever Jersey or Guernsey is not Your Resident Island. Claims should be made in writing and sent together with proof of purchases and receipts to:

The AA, Stay Mobile Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA.

**OR**

**C: Overnight accommodation**

The AA will arrange and pay directly for one night's bed and breakfast on the day of the Breakdown at a hotel of its choice for the driver and up to a maximum of seven passengers (see General Terms & Conditions clause 1g, on page 16). Please note that any additional costs incurred during overnight accommodation such as other meals, drinks, telephone calls and newspapers are not included. You must settle these direct with the hotel before leaving.

## General Terms & Conditions

### General exclusions

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1. AA 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. **Vehicle storage**  
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 passenger loads**  
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 etc**  
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 costs**

The cost (including any call out charge) of any locksmith, glass, or tyre specialist, should the AA consider this to be required. The AA will endeavour to arrange this help on Your behalf, however it will not pay for these specialist services and any contract for services provided will be between You and the relevant specialist. If, in the AA's reasonable opinion, Your Vehicle requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by AA Patrols is required, the AA will arrange the recovery but at Your cost. If use of a locksmith or other specialist would, in the AA's opinion, mobilise the vehicle, no further service will be available for the Breakdown in question;

**l. 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 any animal, then this will be at Your own risk. It is Your responsibility to secure any animal being transported or to make alternative arrangements for its transportation;

**n. Participation in sporting events**

Assistance for vehicles broken down as a result of taking part in any "Motor Sport Event", including, without limitation, racing, rallying, trials or time-trials or auto test. However, for the avoidance of doubt, the AA does not consider "Concours d'elegance" events, track test days for road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be Motor Sports Events.

2. AA Breakdown Cover does not provide for any Vehicle recovery following an accident. The AA may, if You request, be prepared to provide recovery following an accident but, if so, You will be responsible for paying the AA's charges for this assistance (including, but not limited to, any charges relating to any specialist equipment used).

If following an accident, You require one of the Stay Mobile services (and You have Stay Mobile), the AA may, again, be prepared to arrange this for You but will not be responsible for any costs involved. You must pay, on request, any applicable charges. You must give the AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause. Please note that, following an accident, or otherwise, it is and remains Your responsibility to ensure that You properly comply with any requirements of Your motor insurer in making a claim under Your motor insurance policy.

## General rights to refuse service

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**Please note:** if a Customer is refused service by the AA the Customer has the right to an explanation in writing (see “If you need to complain” page 10 for Customer Relations contact details).

3. The AA reserves the right to refuse to provide or arrange Breakdown assistance in the following circumstances:
  - 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. 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 or unroadworthy vehicles**

i.e. where in the AA's opinion, Your Vehicle was, immediately before the relevant Breakdown or accident, dangerous, overloaded, unroadworthy or otherwise unlawful to use on a public road. This includes where Breakdown has been caused by the illegal use of or introduction of unsafe substances, such as agricultural (Red) Diesel;
  - d. **Assisting where unsafe or unlawful activities**

i.e. where, and other than solely as a result of a failure on the part of the AA, the giving of service would involve a breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of the AA's health and safety duties). Without restricting the generality of the AA's rights under this provision, please note that it is a legal requirement that UK registered vehicles used on, or recovered with their wheels in contact with, the public highway have/display a valid current excise licence ('tax disc'). Where no current excise licence (tax disc) is displayed, and unless we are reasonably satisfied that the vehicle concerned is exempt from such display, we reserve the right to refuse service;
  - 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 Cover**

i.e. where You 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 Breakdown cover entitlement is held, the AA reserves the right to refuse service. However if You are unable to prove entitlement to service or You are aware that You do not hold entitlement to an AA service, the AA may, at its discretion, offer service on the immediate payment (by credit, debit or switch card) of the usual price for the relevant product required, plus a supplementary premium for joining while already requiring assistance. The amount paid will be fully refunded if it can be established to the AA's reasonable satisfaction that the relevant level of service entitlement was held at the time of the Breakdown. (For information, please see section 4 of the AA Breakdown Cover Arrangement and Administration Contract on page 24, for AAIS's fees in the event of refund). Any services provided under Stay Mobile must be paid for in advance by You and will be fully refunded if it can be established to the AA's reasonable satisfaction that entitlement to Stay Mobile was held at the time of the Breakdown. Without prejudice to Your statutory rights, no refunds will be given if 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 that You:
    - (i) or anyone accompanying You, or who is receiving or is entitled to receive assistance in connection to Your cover is behaving or has behaved in a threatening or abusive manner to AA employees, Patrols or agents, or to any third party contractor; or
    - (ii) have falsely represented that You are entitled to services that You are not entitled to; or

- (iii) have assisted another person in accessing AA services to which they are not entitled; or
- (iv) owe the AA money with respect to any services, spare parts or other matters provided by the AA or by a third party on the AA's instruction.

## **Additional services**

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

## **Use of agents**

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- 5. Service from dedicated AA Patrols is subject to availability and may be supplemented by use of appropriate agents. The AA will only accept responsibility for the actions of an agent where the agent is acting on the AA's instruction.

## **Requests for assistance**

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

## **Emergency nature of breakdown service**

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- 7. AA Patrols are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or road worthiness 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 road worthiness of the Vehicle concerned.

## **Cancellation of AA Breakdown Cover**

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- 8. The Customer has the right to cancel their cover within a 14 day 'cooling off period', commencing either from the agreement of the contract (which is the renewal date for renewing Customers) or the receipt of the relevant enhanced Breakdown Cover documents and card, whichever happens later.

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

- a) if the Customer purchased AA Breakdown Cover already requiring assistance, the Customer will receive a full refund of the total premium paid less the AA's charges for assistance provided. The minimum charge for this assistance is £130.00, which excludes any additional recovery charges paid for excess mileage (see under 'Relay', "what is not covered" on page 14).

- b) if the Customer did not purchase AA Breakdown Cover already requiring assistance, the Customer will receive a full refund of the premium. You must not, in any event, make further use of the cancelled cover. Please note that there will be no separate or additional cooling off period(s) during the Subscription Year, regardless of any changes that are made to the cover.

\*Please see Section 4 of the AA Breakdown Cover Arrangement and Administration Contract, on page 24 for information on AAIS's fees in the event of cancellation.

- 9. Outside of any relevant cooling off period (on joining or renewal) the following will apply: Subject to any other statutory rights the Customer may have, there will be no right to cancel (and therefore no refund of the Breakdown cover premium) for the remainder of that Subscription Year.
- 10. In the event that the AA is no longer Bank of Scotland's chosen Breakdown assistance cover provider or Breakdown assistance cover is no longer provided with Your Bank of Scotland Added Value Account, Your Breakdown cover with Automobile Association Developments Limited (trading as AA Breakdown Services) (and, where applicable, Acromas Insurance Company Limited) will expire in accordance with the Terms & Conditions of Your Bank of Scotland Added Value Account and we shall have no further obligation to provide You with Breakdown assistance services. If You have paid the AA to upgrade Your cover, ("AA Breakdown Cover"), Bank of Scotland will, on receipt from the AA of the unused portion of Your upgraded cover premium (calculated on a pro rata basis), obtain alternative (and equivalent) roadside assistance cover with another provider for the remainder of Your period of entitlement. Where an alternative supplier does not provide alternative (and equivalent) roadside assistance cover, the AA will refund this aspect of the cover to You directly.

11. The AA shall have the right to cancel any Breakdown Cover Policy if:
- a) the AA has been entitled to refuse service under clause 3g, page 18; or
  - b) the maximum number of call outs, as set out in the AA's Service Control Policy on page 22, has been reached or exceeded in any two consecutive Subscription Years; or
  - c) the AA considers, and as a result of the Customer's conduct, that there has been a breakdown in its relationship with the Customer; or
  - d) Cover was taken out where the AA was, or is, entitled to cancel an existing or previous cover under a) or b) of this clause;
  - e) if the Customer has, following termination of the relevant Bank of Scotland Added Value Account during a Subscription Year, failed to pay the AA, on request, to continue the cover previously provided under the Bank of Scotland Policy.

No refund of premium shall be due to the Customer following a cancellation under sub-clause a) and b) above. In the event that the AA cancels cover in accordance with sub-clause c) and d), 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 (if service has been given no refund shall be due).

## **Autorenewal**

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12. If AA Breakdown Cover is paid annually by Direct Debit or Continuous Credit Card and the payer has agreed to allow us to collect the renewal premium automatically each year, then unless we hear to the contrary, Your cover will be automatically renewed at the end of each year. A reminder will be sent to advise of the cost of cover and any changes to Terms & Conditions that will take effect at renewal. If a Customer does not want to renew on this basis, they should notify the AA at least 7 days prior to renewal. For information this should be done by contacting AAIS on the relevant Bank of Scotland Added Value Account telephone number shown on the back page, see section 3, of the AA Breakdown Cover Arrangement and Administration Contract on page 24.

## **Changes to Terms & Conditions**

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13. 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 Subscription 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**

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14. Changes to Your name or address must be notified to Bank of Scotland immediately so that the AA may be notified. Please note that if You pay under a continuous payment authority and Your account and/or credit card details change, we will approach Your card provider/bank for, and they may provide to us, updated details to help continue to provide the services You have requested.

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

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15. While the AA seeks to meet the service needs of 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, roads that are not accessible by the AA, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

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

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16. The AA shall not, in any event, and to the extent permitted by law, have any responsibility for
- (a) any increased costs or expenses; 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**

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17. Failure to enforce or non-reliance on any of these Terms & Conditions by the AA will not prevent the AA from subsequently relying on or enforcing them.
18. None of the Terms & Conditions, or benefits, of AA Breakdown Cover Policy 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**

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

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

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

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

### Additional premiums during the Subscription Year

If the relevant call-out limits are reached, the AA will be entitled to charge an additional premium upon each subsequent call-out to continue providing AA Breakdown Cover. The AA will also be entitled to restrict the level of Breakdown service(s) available to You during the remainder of that AA Breakdown Cover year. Please note: The limits below are not additional to the call-out limits which apply under your Bank of Scotland AA Roadside Assistance Policy (the "Bank of Scotland Policy"), the limits set out below are the cumulative maximum number of call-outs which apply to any call-outs made under the AA Breakdown Cover, together with any made under Your Bank of Scotland Policy. Where applicable, call-outs made by persons entitled to assistance under Joint cover will be taken into account when calculating whether the service limit has been reached. Depending on Your type of cover, You have the right to call out the AA up to a maximum number of times in each Subscription Year. The limits are as follows: Within the overall service limits set out, Bank of Scotland Account holders will, where Stay Mobile is held and irrespective of whether the cover is Single or Joint, only be entitled to a total maximum of three (3) requests for Stay Mobile service in any one Subscription Year.

	Maximum number of call-outs allowed during a Subscription Year	
	Limits in first year of Cover	Limits from second year of Cover onwards
Single Cover	5 call-outs	7 call-outs
Joint Cover	7 call-outs	9 call-outs

### Additional premiums at renewal

If the relevant maximum number of call-outs set out below is reached within the last two Subscription Years, the AA will be entitled to ask for an increased premium for the following Subscription Year. Additional premiums are only applicable to Bank of Scotland Account holders who have held less than 15 years of uninterrupted cover. The maximum call-out limits are as follows:

**Single cover** Total of 5 call-outs over the last one or two AA Breakdown Cover Year(s);  
**Joint cover** Total of 5 call-outs over the last one or two AA Breakdown Cover Year(s).

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

## Part 2. AA Breakdown Cover Arrangement and Administration Contract – Your contract with AAIS

## AA Breakdown Cover Arrangement and Administration Contract - Your Contract with AAIS

Set out below are the Terms and Conditions of your contract with Automobile Association Insurance Services Limited ("AAIS") relating to AAIS's arrangement and administration of your AA Breakdown Cover.

The minimum duration of your arrangement and administration contract with AAIS is the duration of your AA Breakdown Cover and your contract with AAIS will terminate simultaneously with the termination of the related AA Breakdown Cover (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 Service's register by visiting their website [www.fca.org.uk](http://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 Developments Limited (trading as AA Breakdown Services) which underwrites Roadside Assistance, Home Start and Relay, and Acromas Insurance Company Limited which underwrites Stay Mobile. AAIS acts as an agent of these underwriters, when 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.

Please note that some sales are not arranged through AAIS and if this applies to your cover, you will be issued with a separate document identifying the company which arranged your cover, and giving the required information about that company.

### 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 the breakdown cover available from the insurer(s) under AA Breakdown Cover and will ask you some questions to help narrow down the level and type of that breakdown cover of interest to you. You will not receive advice or any recommendation on which level of breakdown cover to buy and you will need to make your own choice on which level of breakdown cover you require.
- **Arranging breakdown cover:** Once you decide what cover you require, AAIS will arrange this for you with the insurer(s), dealing with payment and issuing the relevant enhanced AA Breakdown Cover documentation and card(s).
- **Administering breakdown cover:** After arranging breakdown cover AAIS will administer it on your behalf, including supplying replacement enhanced breakdown cover documentation, keeping your breakdown cover records up to date, dealing with enquiries, changes to payment methods, renewals (including Autorenewal) of cover and cancellations (including refund of premium on behalf of the insurer(s)).
- **Making changes to breakdown cover:** If during your cover you wish to change the level of cover AAIS will provide you with information to help you make your choice and will arrange any changes with the insurer(s), including dealing with any additional payments and issue any relevant enhanced cover documentation and card(s).
- If, during the currency of your AA Breakdown Cover, the relevant insurer wishes to alter the Terms & Conditions of breakdown cover, AAIS will provide you with the relevant information.

AAIS will, for compliance purposes, keep a copy of the policy that was issued to you.

Communication by AAIS concerning any policy issued will be in English.

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

AAIS will always inform you of, or confirm in writing its fees for the services it provides under this contract and the fees will be identified separately from the 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, in this fee will apply, and the amount payable. AAIS may charge a credit card fee of up to two per cent of the transaction 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 you cancel in the circumstances set out in Clause 3f on page 19;
- b) If you cancel in the circumstances set out in Clause 8a on page 20;
- c) If you cancel in circumstances set out in Clause 8b on page 20 AAIS will refund its fees but may charge a cancellation fee of £20.

AAIS will also tell you about any other charges relating to Your enhanced AA Breakdown Cover.

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

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 your enhanced AA Breakdown Cover before making any such refund.

## **5. Changes to Terms & Conditions**

AAIS is entitled to change any of these Terms & Conditions at renewal. AAIS also reserves the right to make changes to these Terms & Conditions during the Subscription 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, vehicle, roads that are not accessible by the AA, 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.

## **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;
  - (iii) contracts;
  - (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), breach of agreement or otherwise. For the avoidance of doubt, nothing in this section or these Terms & Conditions shall exclude or restrict the AAIS's liability for negligence resulting in death or personal injury.

## **8. Third parties**

None of the Terms & Conditions, or benefits, of this Contract are enforceable by anyone else other than the 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.

## **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. 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.

a) There are several ways you can contact us:

Phone: 0344 209 0556

Email: customersupport@theAA.com  
Post: Customer Relations  
The Automobile Association  
Lambert House  
Stockport Road  
Cheadle, Cheshire SK8 2DY  
Fax: 0161 488 7544

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.

b) There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 123 9 123  
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: The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

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

The activities of AAIS in arranging AA 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](http://www.fscs.org.uk). Alternatively by telephone on either 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), and 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, visit, 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 If you need details of those fraud prevention agencies from which we may obtain and with which we may record information about you, please write to The AA Data Protection Officer at The Automobile Association, Fanum House, Basingstoke, Hampshire, RG21 4EA.
- 1.6 Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in these provisions, and that they have not objected to such uses 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 Data Protection Officer at the address given in 1.5 above.
  - \*\* See the AA privacy policy at [theAA.com/termsandconditions/privacy\\_policy.html](http://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.

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

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

## USEFUL CONTACT INFORMATION

If You break down, call for AA assistance under Your AA Breakdown Cover provided with Your Bank of Scotland Added Value Account on the relevant contact number below:

Bank of Scotland Silver Added Value Account:.....0800 980 5792

Bank of Scotland Gold Added Value Account:.....0800 980 5793

Bank of Scotland Platinum Added Value Account:.....0800 980 5794

For Breakdown Assistance in the Republic of Ireland  
(under discretionary/ reciprocal arrangements:.....00800 88 77 66 44

To renew, make changes or enquire about Your AA Breakdown Cover call on the relevant contact number below:

Bank of Scotland Silver Added Value Account:.....0800 197 9214

Bank of Scotland Gold Added Value Account:.....0800 197 6461

Bank of Scotland Platinum Added Value Account:.....0800 975 7902

To purchase European Breakdown Cover:.....0800 444 500

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

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 07860 027 999.

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

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