

Member Extras

TERMS & CONDITIONS

Issue 1, 2015



Welcome

Welcome to your AA Member Extras. You are entitled to additional benefits as well as the breakdown cover provided under your Membership. This booklet outlines the Terms and Conditions that you need to know about the great benefits that are available with your Membership and how to access them. Please ensure you read the Terms and Conditions of each benefit to understand where these are eligible.

The full Terms and Conditions of your AA breakdown cover can be found in the AA Membership Terms and Conditions booklet which can be viewed online at theAA.com/policy. Or, to receive a copy in the post, call us on 0343 316 4444.

Valid for:

New policies taken out on or after 14th July 2015.

Text Phone users can contact us using Next Generation Texting by prefixing any of our numbers with 18001. Information is also available in large print, Braille and audio on request. Please call for details on 0800 262 050.

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AA Accident Assist Cover Policy Summary

This policy summary provides You with basic details of Your AA Accident Assist Cover.

This is not a statement of the full Terms and Conditions of Your policy, these can be found in AA Accident Assist Cover Terms and Conditions on page 6 and should also be read in conjunction with Your AA Membership Policy Booklet and Statement of Insurance.

In addition please see specific endorsements which apply to this benefit as some sections may be restricted or excluded, depending on your individual circumstances. For the defined terms used in this Policy Summary, please see the Terms and Conditions on page 6.

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AA Accident Assist

1. Who is Accident Assist Cover provided by?

AA Accident Assist is provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

2. Who is covered by Accident Assist?

The policyholder(s) of AA Accident Assist Service as shown on Your statement of insurance are covered for Road Traffic Accidents occurring in any vehicle they are travelling in at the time of the accident in accordance with the vehicle specifications provided on page 12 of Your AA Membership Terms and Conditions.

3. What are the main features and benefits of this cover?

AA Accident Assist provides the following services to AA Members following a Road Traffic Accident:

- a. 24 hour phone assistance from specially trained staff who can provide a preliminary view of liability and options on the next course of action available to You.
- b. Assistance, at the roadside from an AA Patrol or our appointed agent who will attempt to make repairs necessary to make the vehicle safe to drive away from the scene of the incident, where we believe it is possible to do so.
- c. Where a roadside repair is not possible, if You agree we can arrange, but not pay for a recovery of the vehicle from the scene of the accident, the fees and who is liable for these will be advised at the time.

4. Are there any significant or unusual limitations or exclusions to my cover?

Full details of the restrictions which apply to AA Accident Assist can be found in the main Terms and Conditions on page 7 of this booklet.

Limitations

- a. The services provided under this policy are only available within the territorial limits (see definition of 'Territorial Limits' in the full Terms and Conditions on page 6 of this booklet).
- b. Claims under this policy will count as a claim against your AA UK Membership at the time of the Road Traffic Accident.
- c. We reserve the right to reclaim our recovery costs provided under this policy from the insurer of a known third party driver, who was at fault for the incident. No such claim will be made against Your motor insurer without Your agreement to do so.
- d. Should You require the vehicle to be recovered, if You agree we can arrange, but not pay for the recovery of the vehicle from the scene of the accident, the fees and who is liable for these will be advised to You at the time.
- e. We will not make any financial contribution to the costs of specialist lifting equipment necessary to provide recovery of the vehicle.
- f. We will make no financial contribution towards the costs of parts or labour necessary to make repairs to the vehicle (with the exception of labour provided by an AA patrol or our appointed agent at the roadside).
- g. Where You do not request the services from us at the time of the incident and/or where You arrange for assistance and recovery services to be provided by another provider, we will make no contribution toward the cost of these (either to you or the provider).
- i. We will not be able to provide assistance within ¼ mile of your home address, unless You hold the appropriate level of cover.

Exclusions

The service will not be provided in instances, where:

- a. the removal has not been authorised by the police or a road traffic officer in attendance where we deem this to be necessary;
- b. the vehicle is considered to be in a safe condition to complete the original journey;

5. What if I need to make a claim?

To make a claim call the AA on 0800 048 2678. If You fail to call this number in the first instance (or as soon as it is safe and practical to do so), Your entitlement to these services may be refused for that Incident. Please be prepared to provide Your Membership number or personal information required to identify You.

6. How long is this cover valid for?

This cover is valid for the duration of your AA Membership which is 12 months, unless You have Continuous Membership in which case cover will run until the main Member or the AA exercises their right to cancel.

7. What if I change my mind about continuing with this cover?

AA Accident Assist forms part of a package of Benefits within AA Membership. This cover is provided to You at no extra charge to Your AA Membership. Should You cancel your AA Membership Your AA Accident Assist Cover will automatically be cancelled.

8. What do I do if I am unhappy with the service I receive?

If you wish to register a complaint, please contact us:

In writing:

Member Relations

The Automobile Association

Lambert House

Stockport Road

Cheadle

Cheshire SK8 2DY

Phone: 0344 209 0556

Email: customersupport@theAA.com

Fax: 0161 488 7544

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

AA Accident Assist Cover Terms and Conditions

Your Insurer

AA Accident Assist is provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

Definitions:

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 Accident Assist being Automobile Association Developments Limited (trading as AA Breakdown Services)

Incident means: where Your Vehicle has been involved in a Road Traffic Accident, and subsequent recovery from the scene (within the Territorial Limits).

Services means: the assistance and recovery services provided under this policy.

Territorial Limits means: United Kingdom.

'We', 'us' 'our' means: Automobile Association Developments Limited (trading as AA Breakdown Services).

'You', 'Your' means:

For **Personal Membership**, the Member and/or, if the context requires, any Joint or Family Member who has been nominated by the Member; and

For **Vehicle Membership**, the Member and, if the context requires, any person who is travelling in, and who requests assistance for, a vehicle that is registered under Vehicle Membership with the AA.

'Your Vehicle' means:

For **Personal Membership**, the Vehicle which the Personal Member or any Joint or Family Member is travelling in at the time of the relevant breakdown or accident; and

For **Vehicle Membership**, 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 specification set out in the AA Membership Terms and Conditions booklet.

Who is covered

The policyholder(s) of AA Accident Assist as shown on Your statement of insurance, are covered for Road Traffic Accidents occurring in any vehicle they are travelling in at the time of the accident in accordance with Your Vehicle specifications provided under Your AA Membership Terms & Conditions.

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

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

AA Accident Assist

We will provide the following assistance services to You following an Incident in line with Your level of breakdown cover:

1. AA Accident Assist provides 24 hour phone assistance from specially trained AA staff who can provide a preliminary view of liability and options on the next course of action available to You. This may include assistance at the roadside, a replacement car, referral to a specialist personal injury solicitor or assistance with an insurance claim. These services may be provided for You by the AA or one of its chosen representatives.
2. AA Accident Assist provides assistance at the roadside from an AA Patrol or our appointed agent who will attempt to make repairs necessary to make Your Vehicle safe to drive away from the scene of the Incident, where We believe it is possible to do so;
3. Where a roadside repair is not possible, if You agree we can arrange, but not pay for recovery of Your Vehicle from the scene of the Road Traffic Accident, the fees and who is liable for paying will be advised to You at the time.

Duration of cover

This policy will remain valid for the duration of Your AA Membership. If You cancel or fail to renew Your AA Membership this policy will become invalid.

How to claim

To make a claim call the AA on 0800 048 2678. It is important that You contact the AA because if You contact a garage or your insurer direct You may have to settle the bill and the AA will not be obliged to reimburse You. Please be prepared to provide Your Membership number or personal information required to identify You.

General Terms and Conditions of AA Accident Assist

Limitations

1. The services provided under this policy are only available within the Territorial Limits.
2. Claims under this policy will count as a claim against Your AA Membership at the time of the Incident.
3. We reserve the right to reclaim our recovery costs provided under this policy from the insurer of a known third party driver, who was at fault for the Incident. No such claim will be made against Your motor insurer without Your agreement to do so.
4. Services provided by us are subject to availability and may be supplemented by use of appropriate agents. We will only accept responsibility for the actions of our agents where the agent is acting on our instruction.
5. Should You require Your Vehicle to be recovered, if You agree we can arrange, but not pay for recovery of Your Vehicle from the scene of the Incident the fees and who is liable for paying will be advised to You at the time. (Recovery following an Incident is not covered under AA Relay or AA Roadside entitlement).
6. We will not make any financial contribution to the costs of specialist lifting equipment necessary to provide recovery of Your Vehicle.
7. We will make no financial contribution towards the costs of parts or labour necessary to make repairs to Your Vehicle (with the exception of labour provided by an AA patrol or our appointed agent at the roadside).
8. Where You do not request the services from us at the time of the Incident and/or where You arrange for assistance and recovery Services to be provided by another provider, We will make no contribution toward the cost of these (either to You or the provider).
9. We will not be able to provide assistance within ¼ mile of your home address, unless you hold the appropriate level of Breakdown Cover.

Exclusions

1. The AA reserves the right to refuse to provide or arrange assistance where the service request is for, or relates to:
 - a. Unsafe, unroadworthy, unlawful etc 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;
 - b. Your Vehicle is not on a dedicated public highway, or was not being used on a dedicated public highway at the time of the Incident;
 - c. in our reasonable opinion, the giving of Services would involve a breach of the law including, without in any way restricting the type of breach referred to under this clause, a breach of our health and safety duties;
 - d. the removal has not been authorised by the police or a road traffic officer in attendance where we deem this to be necessary;
 - e. Your Vehicle is considered in a safe condition to complete the original journey;
 - f. the removal of Your Vehicle puts any of our employees, or agents working on our behalf or a member of the public at risk under our health and safety duties;
 - g. we reasonably consider You or anyone accompanying You to be behaving or to have been behaving in a threatening or abusive manner to our employees, patrols, agents or any third party contractor;
 - h. we suspect You or anyone accompanying You has caused or allowed deliberate or wilful damage or loss to be caused to Your Vehicle;
 - i. we suspect the loss or damage to Your Vehicle occurred prior to the commencement of Your AA Accident Assist Service.
2. While We seek to meet Your needs at all times, our resources are finite and this may not always be possible. We shall not be liable for service failures where We are faced with circumstances outside our reasonable control. Events which might constitute circumstances outside our reasonable control (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 consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle, equipment or system failures, shortages of fuel or others 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.

3. The service does not provide for any ferry, toll or congestion charges, incurred in connection with Your Vehicle as a result of it being recovered.
4. We shall not, in any event, and to the extent permitted by law, have any responsibility for
 - a) any increased costs of travel or other expenses,
 - b) any loss of
 - i) profit
 - ii) business
 - iii) contracts
 - iv) revenue
 - v) anticipated savings or
 - c) any special or indirect losses incurred as a result of or in connection with any Services, 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 and Conditions shall exclude or restrict our liability for negligence resulting in death or personal injury.
5. None of the Terms and Conditions, or benefits, of this Contract are enforceable by anyone else other than You. 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.

Cancellations

AA Accident Assist Service is a benefit that forms part of a package of Benefits within AA Membership and is provided to You at no extra cost to your AA Membership. Should You cancel Your AA Membership Your AA Accident Assist will be cancelled.

Compliments and Complaints

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

Fax: 0161 488 7544

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

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.

Vehicle Helpline and Garage Quote Checker conditions of use

- Advice is provided by the AA Vehicle Specialist help team to assist you regarding all motoring matters, service and repair queries.
- Vehicle Helpline and the Garage Quote Checker are provided by Automobile Association Developments Limited (trading as AA Breakdown Services).
- To use these services, please call 0370 142 0002, lines are open 7 days a week, 8am-6pm.
- Vehicle Helpline and the Garage Quote Checker are available to AA Membership policyholders only. You will be required to provide Your Membership number at the start of the call to verify Your Membership status.
- There are no restrictions to the number of times you can call, however Automobile Association Developments Limited (trading as AA Breakdown Services) reserve the right to withdraw the service if in our reasonable opinion we consider it is being misused and/or abused.

AA Enhanced Breakdown App conditions of use

- To use this benefit You must have access to either an iPhone or Android phone. The App is not available on other phones.
- The fuel, parking and warning lights functions are available to all AA Members.
- My fuel prices limits you to 5 searches per 24 hour period.
- Some data is provided by third party suppliers. The AA can not be held responsible for the accuracy of any information supplied.
- The value of this offer cannot be redeemed against another offer or product.
- The AA reserves the right to discontinue or remove this benefit at any time.
- Members will have access to the enhanced benefit, once downloaded, for the duration of their Membership.

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. England and Wales. Company registration number 2414212.

Useful contact information

AA Accident Assist	0800 048 2678
Vehicle Helpline	0370 1420 002
Garage Quote Checker	0370 1420 002
Breakdown Assistance in the UK	0800 88 77 66
AA Enhanced Breakdown App	Download from the AA.com/apps