

Terms and Conditions

AA UK Breakdown Services: Personal
Membership and Vehicle Membership
(including Continuous Membership)

You've got **AA** friend

Sales of AA Membership: About Automobile Association Insurance Services Limited ("AAIS")

Set out below is information relating to the company which helped arrange your cover. The information relates to the majority of sales of Personal and Vehicle Membership, where breakdown assistance services cover is arranged through Automobile Association Insurance Services Limited ("AAIS"). Some sales, however, 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 in relation to that company.

1. Who regulates AAIS?

AAIS is authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent watchdog that regulates financial services. 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 FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234*.

2. Which companies do AAIS deal with?

Roadside Assistance, Homestart and Relay are underwritten by The Automobile Association Limited. Relay Plus, if applicable to your membership, is underwritten by Automobile Association Underwriting Services Limited. AAIS acts as an agent of these underwriters, when receiving your premium and when making a refund to you and these are the only underwriters of breakdown assistance services cover available through AAIS.

3. What service do AAIS provide?

You will not receive advice or a recommendation from AAIS on which level of breakdown cover to buy. You will be asked some questions to narrow down the membership options that AAIS will provide information on. You will then need to make your own choice about which level of breakdown cover you require.

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

You will not have to pay a fee for services provided by AAIS. AAIS will tell you about any other charges relating to your membership.

5. What to do if you have a complaint?

If you wish to register a complaint about the selling/arranging services you have received from AAIS, please contact AAIS:

By phone: 0845 607 6727

In writing: Member Care, AA, Lambert House, Stockport Road, Cheadle, Cheshire, SK8 2DY.

By email: Member.Relations@theAA.com

If you cannot settle your complaint with AAIS you may be entitled to refer it to the Financial Ombudsman Service.

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

AAIS's selling/arranging of insurance activities 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 100% of the first £2, 000 and 90% of the remainder of the claim, without any upper limit.** Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone 0207 892 7300.

SMS text messaging is available for use by deaf, hard of hearing or speech impaired members in a breakdown situation by calling 07900 444 999.

Information, including a copy of the Terms and Conditions, is available in large print, audio and Braille on request. Please call 0800 262 050 for details. Deaf, hard of hearing or speech-impaired customers who have a textphone can call 0800 32 82 810.

***Call charges: Calls to 0845 cost up to 3.95p per min from BT landlines. Calls to 0870 cost up to 7.91p per min from BT landlines. Price of calls may vary with other operators (check with your operator).**

Charges correct as at January 2006

AA UK Breakdown Services: Personal Membership; Vehicle Membership and Continuous Membership

Please note the Terms and Conditions in this Booklet are valid for new members of the AA from **1st June 2006** and for existing members from renewal on or after **1st June 2006**.

This booklet sets out the Terms and Conditions of the AA's UK Breakdown Assistance services cover (Personal and Vehicle Membership). Any use of your Membership is subject to these Terms and Conditions as they apply to the cover (including Continuous Membership) purchased. Please read this booklet carefully.

Please note that whilst most of the Terms & Conditions apply to both Personal and Vehicle Membership, and irrespective of whether cover is for 12 months or is continuous, there are some variations which apply and which you should note. The Key Facts Terms & Conditions Summary of Cover provided to you will identify whether you have Personal or Vehicle Membership, and whether that cover is for 12 months or continuous.

Note:

Separate Terms and Conditions apply to members resident in the Channel Islands and the Isle of Man. To receive a Terms and Conditions booklet, please call 08705 444 444* or write to Member Care, AA, Lambert House, Stockport Road, Cheadle, Cheshire, SK8 2DY.

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Useful Contact Numbers and Addresses

We will be only too happy to assist you and to answer any questions that you may have. Simply dial the number for the service you require.

Breakdown assistance in the UK	0800 887 766
For deaf, hard of hearing or speech impaired members you can text for breakdown Assistance	07900 444 999
To renew your membership	0800 435 980
To make changes or enquire about your membership	08705 444 444
To purchase European Breakdown Assistance	0800 444 500
For Assistance in the Republic of Ireland (under discretionary/reciprocal arrangements)	00 800 88 77 66 44
Automated UK traffic and weather information service	08705 500 600
E-mail	Member.Relations@theAA.com
Internet	www.theAA.com

Compliments and complaints

If you have a compliment or complaint we really want to hear from you. We welcome your comments as they give us the opportunity to put things right and to improve AA service.

Please phone us on: 0845 607 6727

Text phone users can ring: 0845 850 1207

Or write to: Member Care, AA, Lambert House, Stockport Road,
Cheadle, Cheshire, SK8 2DY.

Fax: 0161 488 7300

Email: Member.Relations@theAA.com

It is our policy to acknowledge any complaint within five working days, advising you of who is dealing with your concerns and attempt to address them. If our investigations take longer, a full response will be given within 20 working days or an explanation of the AA's position with timescales for a full response.

If you have Relay Plus cover and you wish to make a complaint in relation to this cover, you can contact the Managing Director of Automobile Association Underwriting Services Limited using the address given above. If, in regard to Relay Plus complaints only, you are still not satisfied, you can contact the Financial Ombudsman at Insurance Division Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800* or email: enquiries@financialombudsman.org.uk.

Financial Services Compensation Scheme (FSCS) for breakdown assistance services cover:

The breakdown assistance services cover provided by The Automobile Association Limited (Roadside, Relay and Homestart) does not fall within the FSCS. However the breakdown assistance services cover (Relay Plus) provided by Automobile Association Underwriting Services Limited ("AAUS") is covered by the FSCS. If you have purchased cover underwritten by AAUS, you may be entitled to compensation from the scheme if AAUS 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 AAUS is covered 100% for the first £2,000, and 90% of the balance of the claim. Further information about the compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone 0207 892 7300.

Using Your Personal Information

1.1 The AA group of companies[#] (including Automobile Association Personal Finance Limited ("we") will use your personal information for the following purposes:

- to identify you when you contact us;
- to help identify accounts, services and/or products which you could have from us 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 create statistical and testing information;
- e) to help to prevent and detect fraud or loss; and
- f) to contact you in any way (including mail, email, telephone, visit, text or multimedia messages) about products and services offered by us and selected partners. We will only contact you in this way if you have previously indicated your consent.
- g) to keep you up to date with our AA Member Benefit Scheme under which, as part of your Membership Benefits, we will give you Membership information and details of discounts and offers we negotiate from time to time on behalf of our members. If you do not want to receive this benefit please write to our Data Protection Compliance Manager at the address given below.
#A list of companies forming the AA group of companies is available from the Data Protection Compliance Manager at the address given below.
- 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 other people 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.
- 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 and 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 our Data Protection Compliance Manager 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.

Table of Services - Brief Summary of Features and Benefits

Personal and Vehicle Membership, whether for 12 months or Continuous, is currently available as Options 100 - 400, which provide access to the following services:

	Roadside Assistance	Relay	Home Start	Relay Plus
Option 100	√			
Option 100+	√		√	
Option 200	√	√		
Option 200+	√	√		√
Option 300	√	√	√	
Option 400	√	√	√	√

Roadside Assistance

Assistance if you break down more than 1/4 (quarter) mile from your home. Please refer to page 6 onwards for further details.

Relay

Following Roadside assistance, if we can't arrange a local repair, we can transport your vehicle, together with the driver and up to seven passengers to a single UK destination of your choice. Please refer to page 7 onwards for further details.

Home Start

Assistance if you break down at or within 1/4 (quarter) mile from home. Please refer to page 7 onwards for further details.

Relay Plus

As an optional extra to Relay, if a repair isn't possible, we'll provide you with either a replacement car for 48 hours, overnight accommodation or onward travel expenses. Please refer to page 8 onwards for further details.

Please see below for full Terms and Conditions of our UK Breakdown Assistance Services. Please read this booklet carefully.

Any additional services which may be made available under the AA's Tailored Incident Management policy are provided on a purely discretionary basis.

Definition of Words/Phrases Used In These Terms and Conditions

'Member' means:

For Personal Membership, the person to whom the Membership documentation is addressed and who has purchased or been given Membership; and

For Vehicle Membership, the person to whom the Membership documentation is addressed, who has purchased or been given Membership and whose address is recorded with us as the home address of the vehicle registered under the relevant Vehicle Membership.

Please note: Any contract for cover is between the Member and the AA and not, in the case of Personal Membership, between the AA and any person nominated as a Joint or Family Member nor, in the case of Vehicle Membership, between the AA and any driver entitled to assistance by virtue of the Member's Vehicle Membership.

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

'Membership Year(s)' means the period(s) of 12 months commencing from the start of the relevant Membership or, as applicable, from any anniversary of the start of that membership.

'You', 'Your', as the context requires, means:

For Personal Membership, the Member and/or any Joint or Family member who has been nominated by the Member; and

For Vehicle Membership, the Member and any person who is travelling in, and who requests assistance with regards to, a vehicle which is properly registered with the AA as covered under Vehicle Membership.

'Your Vehicle' means:

For Personal Membership, the vehicle in 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 that the relevant request is made;

and provided always that any such vehicle meets the relevant vehicle type, weight, size and, if applicable, age restrictions set out on page 5.

Types of Cover

Personal Membership

Personal Membership is available as:

Single Membership:

Covers the Member, in any vehicle (within the specified limits), as driver or passenger; and

Joint Membership:

Extends the Member's cover to entitle one other nominated person, living at the Member's home address, to the breakdown services to which the Member is entitled in any vehicle (within the specified limits) as driver or passenger; and

Family Membership:

Extends Joint Membership to entitle up to two further nominated people, living at the Member's Home Address, to the breakdown services to which the Member is entitled in any vehicle (within the specified limits) as driver or passenger.

Vehicle Membership

Covers Your Vehicle regardless of who is driving (provided the vehicle is within the specified limits set out below).

Proving entitlement to cover

Identification for Personal Members (including any Joint and/or Family Members): Always carry Your current Membership card & if you require assistance please be prepared to show this card to make sure that only entitled members receive AA service.

Identification for Vehicle Members: We would suggest that the Vehicle Membership card is kept in Your Vehicle, as the driver will require the card to access service. If Your Vehicle requires assistance the driver should be prepared to show the Vehicle Membership card which was issued by the AA in relation to the vehicle concerned. Please note that we are entitled to assume that anyone driving or travelling in, and who requires assistance in relation to, Your Vehicle, is authorised by the relevant Member to request assistance in regard to any such vehicle.

Note for Personal and Vehicle Membership:

If You cannot produce a valid card the AA reserves the right to refuse service. For further details please refer to General Terms of Contract, clause 16, page 12.

Duration of Cover

Cover may be for 12 months or continuous - please check your Key Facts Terms & Conditions Summary for details of duration.

Contacting the AA for Service

It is important that you contact the AA if you require assistance - if you contact a garage direct, you will have to settle the bill and the AA will be under no obligation to reimburse you.

Vehicle type, weight, size and age restrictions:

UK Breakdown Assistance Services are only available to You when You are, at the time assistance is required, travelling in the UK in a car, van, minibus or motorcycle which complies with the restrictions set out overleaf.

Please note, by way of clarification, that "car, van, minibus or motorcycle" does not include, amongst other things, any electric pavement vehicle, electrical wheelchair, any vehicle which has not been constructed or adapted to be lawfully used on the public highway and/or any non-motorised vehicle.

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

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

In addition, assistance will be provided for a caravan or trailer which was on tow at the time of the breakdown, provided always that any such caravan or trailer falls within the above limits.

Vehicle Membership - additional restrictions:

In addition to the Vehicle Type, Weight and Size Restrictions listed above (which apply to any vehicle which is registered with the AA for cover under Vehicle Membership) the AA's UK Breakdown Assistance Services are only available under Vehicle Membership for a vehicle which:

- a) has been registered with, and in relation to which cover has been issued by, the AA at the time assistance is requested; and
- b) is no more than 10 (ten) years old at the date of registration with the AA.

Other General Restrictions

Horses or livestock will not be recovered and the recovery of any animal is at the AA's discretion. See under "Relay, What is not covered", page 7 and General Terms of Contract, clause 11, page 11.

Territory and Events Occurring Before Cover

The Breakdown Assistance Services provided by The Automobile Association Limited (the "AA"), and/or as detailed in this booklet, are only available to assist You when travelling in a vehicle which first becomes stranded in the United Kingdom (excluding the Channel Islands and the Isle of Man, where separate Terms and Conditions apply).

If you join already requiring assistance, the premium payable will be increased in recognition of this requirement. In addition, if, in these circumstances, you require Relay for the break down concerned (and the AA is prepared to provide this cover), the AA is entitled to limit the relevant recovery under Relay Cover to the maximum mileage notified at the time the request for the relevant assistance was made, and to charge for recovery provided in excess of that mileage.

Refusal of Service

If a Member is refused service by the AA, either in whole or in part, the Member has the right to an explanation from the AA in writing (see "Compliments and complaints" page 2).

Service Descriptions

Roadside Assistance

What is covered:

- Roadside Assistance is available if Your Vehicle is stranded on the highway more than a quarter of a mile from the Member'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 will be taken to the AA's choice of appropriate local repairer or, alternatively, to a local destination of Your choice, provided it is no further. It is then Your responsibility to instruct the repairer to make any repairs required. Any contract for repair will be between You and the repairer, and it is Your responsibility to pay them. The AA does not guarantee that any recovery to an appropriate local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair.

Message handling:

- We will make a telephone call at Your request following a breakdown.

What is not covered:

- Any additional transport or other costs that You might incur, whether as a result of Your Vehicle being towed or otherwise;
- Recovery following an accident (including but not limited to a local tow), (see General Terms of Contract, clause 12, page 11);
- Assistance following a breakdown or accident attended by the police or other emergency service, until the services concerned have authorised the vehicle's removal. If the police or emergency service concerned insist on immediate recovery by a third party, the cost of this must be met by You;
- All things excluded under General Terms of Contract are also not covered (see pages 10-14).

Home Start

What is covered:

- Home Start is an optional extra to Roadside Assistance available only to those who have paid the additional Home Start subscription at least 24 hours before the breakdown or accident occurred;
- Home Start provides access to assistance when Your Vehicle is immobilised following a breakdown or accident at or within a quarter of a mile of the Member's Home Address;
- If, following a breakdown, a prompt local repair is not possible, Your Vehicle will be taken to the AA's choice of appropriate local repairer or, alternatively, to a destination of Your choice, provided it is no further. It is then Your responsibility to instruct the repairer to make any repairs required. Any contract for repair will be between You and the repairer, and it is Your responsibility to pay them. The AA does not guarantee that any recovery to an appropriate local repairer will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair.

What is not covered:

- Recovery following an accident (see General Terms of Contract, clause 12, page 11);
- All things excluded under General Terms of Contract (see pages 10-14).

Relay

What is covered:

- Relay is an optional extra to Roadside Assistance available only to those who have paid the additional Relay subscription at least 24 hours before the breakdown occurred;
- Relay is available if Your Vehicle is immobilised on the highway following a breakdown more than a quarter of a mile from the Member's Home Address and the AA cannot arrange a local repair within a reasonable time;
- Relay provides recovery of Your Vehicle, together with the driver and up to a maximum of seven passengers to a single destination of Your choice on the UK mainland or in Northern Ireland (see also General Terms of Contract, clause 8j, page 11). If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation.

Note:

After Your Vehicle has been recovered by the AA, any subsequent repairs are the responsibility of the person who authorises the relevant repair work. The AA will have no responsibility for any such repairs and/or collection.

What is not covered:

- The recovery of any vehicle that the AA considers would be dangerous (including, but not limited to, overloaded vehicles) or illegal for the AA to load or transport;
- The recovery of any vehicle which is at or within a quarter of a mile of a Member's Home Address;
- A second or subsequent Relay, after the vehicle has been recovered following a breakdown;
- The transport 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;

- The transport of vehicles being used for racing, rallying, trials or time trials, autotests or other motor sports events. However, see also clause 17, page 12, of General Terms and Conditions;
- Assistance following a breakdown or accident attended by the police or other emergency service, until the services concerned have authorised the vehicle's removal. If the police or emergency service concerned insist on immediate recovery by a third party, the cost of this must be met by You;
- Any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany the vehicle while it is being recovered under Relay;
- The recovery of any vehicles bearing trade plates and/or which the AA has reason to believe have just been imported or purchased at auction;
- The recovery of horses or livestock;
- Ferry costs;
- Recovery following an accident (see General Terms of Contract, clause 12, page 11);
- If you join already requiring Relay and the AA is prepared to provide Relay Cover for the break down concerned then, in addition to the increased premium referred to above, the AA is entitled to limit the relevant recovery under Relay Cover to the maximum mileage notified at the time the request for the relevant assistance was made and to charge for recovery provided in excess of that mileage;
- All things excluded under General Terms of Contract (see pages 10-14).

Relay Plus

(Underwritten by Automobile Association Underwriting Services Ltd which is authorised and regulated by the Financial Services Authority. Registered Office: Fanum House, Basingstoke, Hampshire RG21 4EA. Registered number 1674675 England)

What is covered:

- Relay Plus is available only where You also have Relay entitlement and the additional Relay Plus subscription has been paid at least 24 hours before the breakdown occurred;
- Relay Plus is available if Your Vehicle is immobilised on the highway more than a quarter of a mile from the Member's Home Address following a breakdown and the AA cannot arrange a local repair within a reasonable time;
- Relay Plus cannot be provided retrospectively except in exceptional circumstances that may be agreed by the AA at its discretion;
- At the time the AA authorises Relay Plus You may choose from one of the following benefits:
Overnight accommodation **OR**
Replacement vehicle **OR**
Public transport costs.

What is not covered:

- Relay Plus is not available following a breakdown at or within a quarter of a mile of the Member's Home Address;
- Relay Plus is not available following an accident (see General Terms of Contract, clause 12, page 11).

Members with Home Start, Relay and Relay Plus cover:

Provided the relevant Relay, Relay Plus and Home Start subscriptions have all been paid at least 24 hours before the breakdown occurred, You will have the choice of one of the three Relay Plus benefits, subject to the terms of any such benefit, if Your Vehicle is immobilised following a breakdown at or within ¼ mile of the Member's Home Address and the AA cannot arrange a local repair within a reasonable time.

Overnight Accommodation

What is covered:

- The AA will arrange overnight accommodation on the day of the breakdown at a hotel of its choice and will transport the driver and up to a maximum of seven passengers (see also General Terms of Contract, clause 8j), page 11) to the hotel;
- The AA will pay the hotel of its choice direct for one night's bed and breakfast for the driver and up to a maximum of seven passengers (see also General Terms of Contract, clause 8j), page 11).

What is not covered:

- Any additional costs incurred by You or those travelling with You, such as other meals, drinks, telephone calls and newspapers. You must settle these direct with the hotel before leaving.
- Any additional costs incurred by You or those travelling with You, such as other meals, drinks, telephone calls and newspapers. You must settle these direct with the hotel before leaving.

Replacement vehicle

What is covered:

This benefit consists of the arrangement and payment for a replacement mid-range saloon or hatchback type vehicle up to 1,600cc, plus insurance, for up to 48 hours. Hire cars are supplied by the AA's chosen suppliers and are subject to availability and to the supplier's terms and conditions which, among other things, will require or include:

- Production of a full driving licence valid at the time of issue of the hire vehicle (some suppliers may require additional identification or information);
- Restrictions on acceptability of driving licence endorsements or the absence thereof;
- Limitations on the availability and/or engine capacity of the replacement vehicle;
- A cash or credit card deposit - eg, for fuel;
- Drivers to be aged at least 18 years or over and to have held a full driving licence for at least 12 months.

Note:

Suppliers' hire terms may change and do vary. The requirements listed above are not exhaustive and compliance with them does not guarantee availability of a hire car. Failure to comply with the vehicle supplier's terms or to return the vehicle to the supplier as agreed may result in the supplier taking action against You. A replacement car will be provided at the point of breakdown unless delayed at Your request, in which case You will be responsible for collection. In all cases You are responsible for the return of the vehicle.

What is not covered:

- Other charges arising from Your use of the hire vehicle, such as (without limitation) fuel costs, any insurance excess charges, and charges arising if You keep the vehicle for more than 48 hours. You must pay these costs direct to the vehicle supplier;
- If it is not feasible for the AA to arrange a suitable replacement vehicle, - eg., to accommodate the size of Your party, or where it is not available under the supplier's hire terms - You will have to select one of the two other benefits available under Relay Plus.

Note:

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

Public transport

What is covered:

- The AA will reimburse reasonable public transport costs, up to the prevailing current limit as advised by the AA at the time, incurred by the driver and up to a maximum of seven passengers (see also General Terms of Contract, clause 8j, page 11) in travelling to a single UK mainland destination;

- You must obtain and keep all receipts for travelling costs (if You ask, railway ticket offices provide a duplicate ticket or receipt as proof of purchase);
- Your claim for reimbursement should be made in writing to the AA. Proofs of purchase and receipts must accompany Your claim. All claims must be sent to: AA, Relay Plus Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA.

General Terms of Contract

Additional services

- 1 Any additional services which may be made available under the AA's Tailored Incident Management policy are provided on a purely discretionary basis.

Use of agents

- 2 Service from dedicated AA patrols is subject to availability and may be supplemented by use of appropriate agents.
- 3 The AA will only accept responsibility for the actions of an agent where the agent is acting on the AA's instruction and is providing assistance to which You are entitled under the relevant AA membership.

Requests for assistance to be made to the AA

- 4 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

- 5 AA patrols are trained and equipped to carry out emergency roadside repairs and are not in a position (and should not be expected) to comment on the general safety or roadworthiness of a vehicle after a breakdown or an emergency repair. In addition, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned.

Vehicle eligibility

- 6 Service and/or cover is only available for vehicles which comply with the Vehicle, Type, Weight, Size and Age Restrictions set out on page 5, as applicable to the type of Membership held. The availability of service and/or cover is subject to the AA's Service Control Policy as set out on pages 14-15.

For Vehicle Membership only:

The Member should notify the AA immediately of any intended change of vehicle registration during the currency of the Membership period (see page 2 for contact details). Please note that service and/or cover will not be available for the new vehicle before 24 hours have elapsed following the AA's receipt of the Member's notification of a change in vehicle. In addition the AA reserves the right not to re-register any vehicle which has been previously registered by the Member during the relevant Membership Year. The AA also reserves the right to make administration charges where more than 3 (three) vehicle registration changes have been requested in any single Membership Year; and

Assistance will be provided to the Member, and to any person authorised by the Member only when travelling in the Your Vehicle. We are entitled to assume that anyone driving or travelling in Your Vehicle is authorised by you to request assistance under your Vehicle Membership. Please note that the Member's entitlements under Vehicle Membership cover cannot be transferred to any other person, for example upon a change in ownership or control of Your Vehicle.

Repeat Faults

- 7 The AA reserves the right to refuse service where it is requested to deal with the same or a similar fault or cause of breakdown to that attended to in regard to the same vehicle 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.

General exclusions from service

- 8 AA service and/or cover does not include the following:
- a) the carrying out of vehicle servicing or vehicle re-assembly eg, where this is required as a result of neglect or unsuccessful work on the vehicle other than on the part of the AA or its agents;
 - b) routine maintenance and running repairs, such as radios, interior light bulbs, heated rear windows;
 - c) the cost of spare parts, petrol, oil, keys or other materials required to repair Your Vehicle;
 - d) The cost of garage or other labour not provided by the AA at the scene of the breakdown which is required to repair Your Vehicle;
 - e) any costs or charges connected with the drainage or removal of fuel, lubricants or other fluids due to the introduction of an inappropriate fluid. It is Your responsibility to instruct the repairer as to the work required. Any contract for repair will be between You and the repairer;
 - f) any additional charges resulting from Your failure to carry a legal and serviceable spare wheel(s) or tyre(s) (except where a spare wheel(s) or tyre(s) are not provided as manufacturers standard equipment). The AA will endeavour to arrange assistance from a third party on Your behalf, but will not pay for the cost of the call-out or any repair;
 - g) having Your Vehicle stored or guarded in Your absence;
 - h) any personal transportation costs except those covered by Relay Plus;
 - i) the provision of service to Your Vehicle when it is on private property eg, garage premises, unless You can establish to the AA's satisfaction that You have the permission of the relevant owner or occupier;
 - j) the provision of service or cover to such number of persons as exceeds the number of seats which are fitted in the relevant immobilised vehicle at the time of breakdown, or to anyone who was not, at such time, travelling in the relevant vehicle;
 - k) any ferry or toll charges levied in relation to the vehicle which is being towed or recovered.

Specialist equipment

- 9 If the AA considers that a locksmith, body-glass or tyre specialist is needed, it will endeavour to arrange their help on Your behalf. The AA will not, however, pay for their services and the contract for repair will be between You and the repairer. Further, 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. If, in such circumstances and in the reasonable opinion of the AA, the vehicle concerned requires recovery to any such specialist in order to be mobilised and, in the AA's view, to effect such recovery specialist lifting equipment (not normally carried by AA patrols) is required, the AA will arrange the relevant recovery but at Your cost.
- 10 If specialist lifting equipment (not normally carried by AA patrols) is, in the view of the AA, required to provide assistance when a vehicle has left the highway, is in a ditch, is standing on soft ground, sand or shingle or is stuck in water or snow, or which has been immobilised by the removal of its wheels, 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 in keeping with the relevant membership entitlement.

Transport of animals

- 11 The AA is not under any obligation to transport or to arrange the transport of any animal. If the AA or its agents, at their discretion, agree to transport an animal, then any such transport will be at Your own risk. It is Your responsibility to secure any animal being transported or to make alternative arrangements for its transportation.

No right to recovery following an accident

- 12 In the event that You require vehicle recovery following an accident, the AA can, if You require,

provide this for You but will not be responsible for meeting the costs involved. If the AA does agree to provide recovery in these circumstances You will be responsible for, and required to pay, the AA's charges for this service (including, but not limited to, any charges relating to any specialist equipment used). In the event that, following an accident, You require one of the additional services available under Relay Plus (and You have the relevant cover), the AA can arrange this for You but will not be responsible for any costs involved. You will, therefore, be required to pay on request any applicable charges. In regard to all matters referred to in this clause, You must give the AA, on request, any relevant information it reasonably requests.

- 13 Please note that, following a road traffic 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

- 14 The AA reserves the right to refuse to provide or arrange breakdown assistance if You are not with Your Vehicle at the time of the breakdown and You are unable to be present at the time assistance arrives.
- 15 The AA reserves the right to refuse service where, in its reasonable opinion:
- a) Your Vehicle was, immediately before breakdown, dangerous, overladen or unroadworthy;
 - b) the giving of service would involve any breach of the law; or
 - c) there has been an unreasonable delay in reporting the breakdown.

Where You have been refused service as a result of Your Vehicle being deemed dangerous, overladen or unroadworthy, the AA will endeavour to arrange assistance on Your behalf but will not pay for this service.

- 16 The AA reserves the right to refuse service if You cannot produce a valid Membership card or appropriate receipt. If You require service and are unable to produce the above, You may be asked to sign a form verifying Your entitlement to service. If You cannot produce a valid Membership card or receipt, and the AA is unable to verify that the appropriate Membership entitlement is held at the time of the incident in question, the AA reserves the right to refuse service, or may, at its discretion, offer service only on the immediate payment of the sum referred to in paragraph a) below.

In these circumstances:

- a) any sum required ("security payment") will consist of the full relevant Membership subscription and an additional surcharge, which will be notified to You at the time, payable by credit, debit or Switch card in advance of any service being given;
 - b) any security payment made will be refunded in its entirety, provided the Member can establish to our reasonable satisfaction that they were a Member at the time of the breakdown, with the relevant level of cover;
 - c) without prejudice to Your statutory rights, no refunds will be given if membership entitlement cannot be proved, or simply because Your Vehicle cannot be fixed at the roadside;
 - d) making a security payment will only entitle You to service for the incident in question. It will not entitle You to AA service for any future breakdowns;
 - e) if You require a replacement vehicle or any other service under Relay Plus entitlement, this must be agreed with us in advance and paid for by You. Any costs incurred which would normally be paid in full or by the AA as part of the Member's Relay Plus entitlement will be refunded if it is established to our reasonable satisfaction that You had effective Relay Plus cover at the time of the incident in question.
- 17 The AA will not provide service where this is requested in regard to a vehicle which requires service by reason of, or immediately following, participation in any racing, rallying, trials or time-trials, auto test or other motor sports event ("a Motor Sports Event"). However, for the avoidance of doubt, the AA does not consider the following activities to be Motor Sports Events, and thus will provide service to a participating vehicle if properly requested:
- a) "Concours d'elegance" events;

- b) Track test days for road-legal vehicles;
 - c) Rallies held exclusively on open public highways where participants are required to comply with all operative speed limits.
- 18 The AA has the right at any time, to refuse service to, or to refuse to arrange service where it reasonably considers that You:
- a) or anyone accompanying You, is behaving or has behaved in a threatening or abusive manner to AA employees, patrols or agents, or to any third party contractor;
 - b) have falsely represented that You are entitled to services that You are not entitled to;
 - c) have assisted another person in accessing AA services to which they are not entitled; or
 - d) 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.

Cancellation of membership

- 19 The AA shall have the right to cancel a Membership at any time:
- a) where the AA is or has been entitled to refuse service with respect to such Membership under clause 18; or
 - b) where the relevant permitted maximum call-outs for such Membership as set out in the AA's Service Control Policy in connection with the payment of further premiums during the Membership Year, have been reached or exceeded in any two consecutive Membership Years; or
 - c) If any such membership has been taken out by the individual in circumstances where (i) the AA was or is entitled, under sub-paragraph a) of this clause, to cancel an existing or previous Membership under which that individual was entitled to service or (ii) such an existing or previous Membership has, within the last two (2) Membership Years, been subject to the payment of further premiums for service, or a request for payment, of an increased subscription as a result of high service use under the AA's Service Control Policy.

No refund shall be due to the Member with regard to any cancellation by the AA under sub-paragraphs a) or b) of this clause. In the event that the AA cancels a membership in accordance with sub-paragraph c) above, the AA shall, provided always that no service has been given in connection with the relevant membership (in which case no refund shall be due), give the Member a pro rata refund, based on the unexpired cover at cancellation, subject to a minimum administration charge of £30.

- 20 The Member has the right to cancel their Membership within 14 days of the conclusion of the contract (which, on renewal, if applicable, shall be the renewal date) or of the receipt of the relevant membership documentation, whichever later (the cooling off period). If the Member cancels in a cooling off period, the Member will a), if they purchased Membership already requiring assistance, receive a full refund of any premium paid less the AA's charges for assistance provided. The minimum charge for this assistance will be £90 (which excludes any additional charge for recovery paid or payable for any recovery provided in excess of the mileage limit referred to under the heading "Relay" "What is not covered", page 8 above and b), otherwise be entitled to a refund of the premium paid, less a pro rata charge for the period of cover and the AA's administration charge. The Member should, if requested promptly return any membership card(s) provided and must not, in any event, make further use of the cancelled membership. To cancel cover on this basis please call 08705 444 444.

If the Member wishes to cancel after the relevant cooling off period has expired, and subject to any other statutory rights they may have, the AA will not be obliged to give refunds for any unexpired proportion of membership cover.

Please note that, there will be no separate or additional cooling off period(s) following, or in relation to, any change to a membership which is made or requested during currency of that membership.

Autorenewal

- 21 If Membership is paid by Direct Debit, Continuous Credit Card or Quarterly payments, the AA will renew membership automatically at the end of each year. The AA will send a written reminder to advise of the premium and will advise any changes to cover that will take effect at renewal. If a Member does not want cover to renew on this basis, they should contact the AA at least 7 days prior to renewal on 0800 435 980.

Changes to Terms and Conditions

- 22 Whilst the AA is entitled on the giving of advance notice, to change any of the Terms and Conditions in this booklet at renewal, the AA also reserves the right to make changes to the Terms and Conditions, on the giving of reasonable notice, where it reasonably considers it necessary to do so in order for the services it supplies to comply with any changes in the law or regulations applicable thereto.

Matters outside the AA's reasonable control

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

Exclusion of liability for loss of profit etc

- 24 The AA shall not, in any event, and to the extent permitted by law, have any responsibility for any increased costs or expenses, for any loss of profit, business, contracts, revenue or anticipated savings or for any special, indirect or consequential losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), breach of agreement or otherwise. For the avoidance of doubt, nothing in this clause or these Terms and Conditions shall exclude or restrict the AA's liability for negligence resulting in death or personal injury.

Enforcement of Terms and Conditions of Membership

- 25 Failure to enforce or non-reliance on any of these Terms and Conditions by the AA on a particular occasion or occasions will not prevent the AA from subsequently relying on or enforcing them.
- 26 None of the terms and conditions, or benefits, of the Membership agreement with the AA are enforceable by anyone else other than the Member. For the avoidance of doubt, and without limitation to the generality of the foregoing, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement thereof, are hereby excluded.

Use of headings

- 27 The headings used in this booklet are for convenience only and shall not affect the interpretation of its contents.

Interpretation: use of English law & language

- 28 These Terms and Conditions, and any agreement entered into in connection with the same, shall be interpreted in accordance with the law of England and Wales and subject to the non-exclusive jurisdiction of the courts of England and Wales. The EEA State for the purpose of Membership is the United Kingdom. The Terms and Conditions of Membership are written in English and all correspondence entered into shall be in English.

Service Control Policy

Important: Please read the following carefully

This Policy applies to all persons requesting service under AA Personal or Vehicle Membership, including Continuous Membership (see below). **Service Control is designed to keep Membership affordable by making sure that high use is avoided.**

1. Further premiums during the Membership Year:

We have placed limits on the number of call-outs that can be made in any one Membership Year. If the relevant annual call-out limit relating to a Membership is approached, we will notify this in writing to the Member.

If the relevant call-out threshold, set out below, is reached the AA will be entitled to charge a further additional premium for each and every subsequent call-out. Whilst (and subject always to the Terms and Conditions of Membership) Membership will continue until the end of the relevant Membership Year, we will, in these circumstances, also be entitled to restrict the level of breakdown service(s) available to You to Roadside Assistance and, if applicable to your level of Membership, Home Start. Further we will have the right to cancel membership if the relevant threshold is reached or exceeded in two consecutive Membership Years (see General Terms of Contract, clause 19, page 13).

Total Membership service limits for all Options after which further premiums will be payable (the overall call-out limits apply to a membership in one Membership Year):

Limits for Personal Membership:

Single Membership	5 call-outs in a Membership Year
Joint Cover	6 call-outs in a Membership Year
Family Cover	6 call-outs in a Membership Year

Where applicable, call-outs made by persons entitled to assistance under Joint or Family cover will be taken into account when calculating whether the service limit has been reached under a particular membership.

Limits for Vehicle Membership:

Vehicle Membership	5 call-outs in a Membership Year
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Within the overall service limits set out for Personal and Vehicle Membership above, You will, where Relay Plus is held and irrespective of whether the membership is Single, Joint, Family or Vehicle Membership (annual or continuous), only be entitled to a total maximum of three (3) requests for Relay Plus service in any one Membership Year.

2. Service Premiums at Renewal:

If the relevant permitted maximum total of call-outs, as set out below, is reached or exceeded within the last Membership Year or, over the last two Membership Years, we will be entitled to ask the Member for an increased subscription price for the following Membership Year.

Service limits for all Options in relation to Service Premiums (applicable only to Members who have held less than 15 continuous Membership years cover):

Personal Membership:

Single Membership	Total of 5 call-outs over the last one or two Membership Year(s)
Joint cover	Total of 5 call-outs over the last one or two Membership Year(s)
Family cover	Total of 6 call-outs over the last one or two Membership Year(s)

Vehicle Membership:

Total of 5 call-outs over the last one or two Membership Year(s)

Unless high use of the service continues, the increased price will only be applicable for one Membership Year. The revised subscription price will be notified to the Member prior to its taking effect.

For more information please call 0845 607 6727.

Variations and additional Terms and Conditions which apply to Continuous Membership (Personal Membership and Vehicle Membership)

All of the Terms and Conditions set out above, including, without limit, the information, service descriptions and Vehicle Type, Weight, Size and, if applicable, Age Restrictions, set out on pages 1-9, shall apply to Continuous Membership (as applicable to the services held and to whether Continuous Membership is Vehicle or Personal Membership).

Variations Applying to Continuous Membership: -

However the General Terms of Contract, as set out on pages 10-14, apply to Continuous Membership, subject to the following changes:

1. The final paragraph only of Clause 19 is deleted and replaced by:

No refund shall be due to the Member with regard to any cancellation by the AA under sub-paragraphs a) or b) of this clause. In the event that the AA cancels membership in accordance with sub-paragraph c) above, the AA shall be entitled to cancel the relevant membership to take effect at the next payment due date and no refund will be due to the Member.

2. Clause 20 is deleted in its entirety and replaced by:

The Member has the right to cancel membership within 14 days of the conclusion of the contract or of their receipt of the relevant membership documentation, whichever later (the "cooling off period"). If the Member cancels in the cooling off period the Member will a), if they purchased Membership already requiring assistance, receive a full refund of any premium paid less the AA's charges for assistance provided. The minimum charge for this assistance will be £90 which excludes any additional charge for recovery paid or payable in excess of the mileage limit referred to under the heading "Relay" "What is not covered", page 8 above and b), otherwise, be entitled to a refund of the premium paid, less a pro rata charge for the period of cover and the AA's administration charge. The Member should, if requested, promptly return any membership card(s) provided and must not, in any event, make further use of the cancelled membership.

Please note that, there will be no separate or additional cooling off period(s) following, or in relation to, any change to membership which is made or requested during currency of membership.

However, in addition to the Member's cancellation rights in the initial cooling off period, the Member can cancel their Continuous Membership at any time by giving a minimum of 30 days notice to take effect at the next payment date following the end of the notice period.

To cancel cover please call 08705 444 444.

3. Clause 21 is deleted in its entirety and replaced by:

Under Continuous Membership, cover is continuous and therefore not subject to auto renewal.

4. Clause 22 is deleted in its entirety (including heading) and replaced by the following clause:**Additional AA Rights of Cancellation and Changes to Terms and Conditions**

The AA is entitled to cancel Membership at any time or to make changes to any of the Terms and Conditions (and to the subscription payable) during a Continuous Membership contract, but will always give the Member at least 45 days prior notice of any such cancellation or change(s).

Additional Terms and Conditions for Continuous Membership: -

The following additional clauses apply to Continuous Membership (Personal and Vehicle):

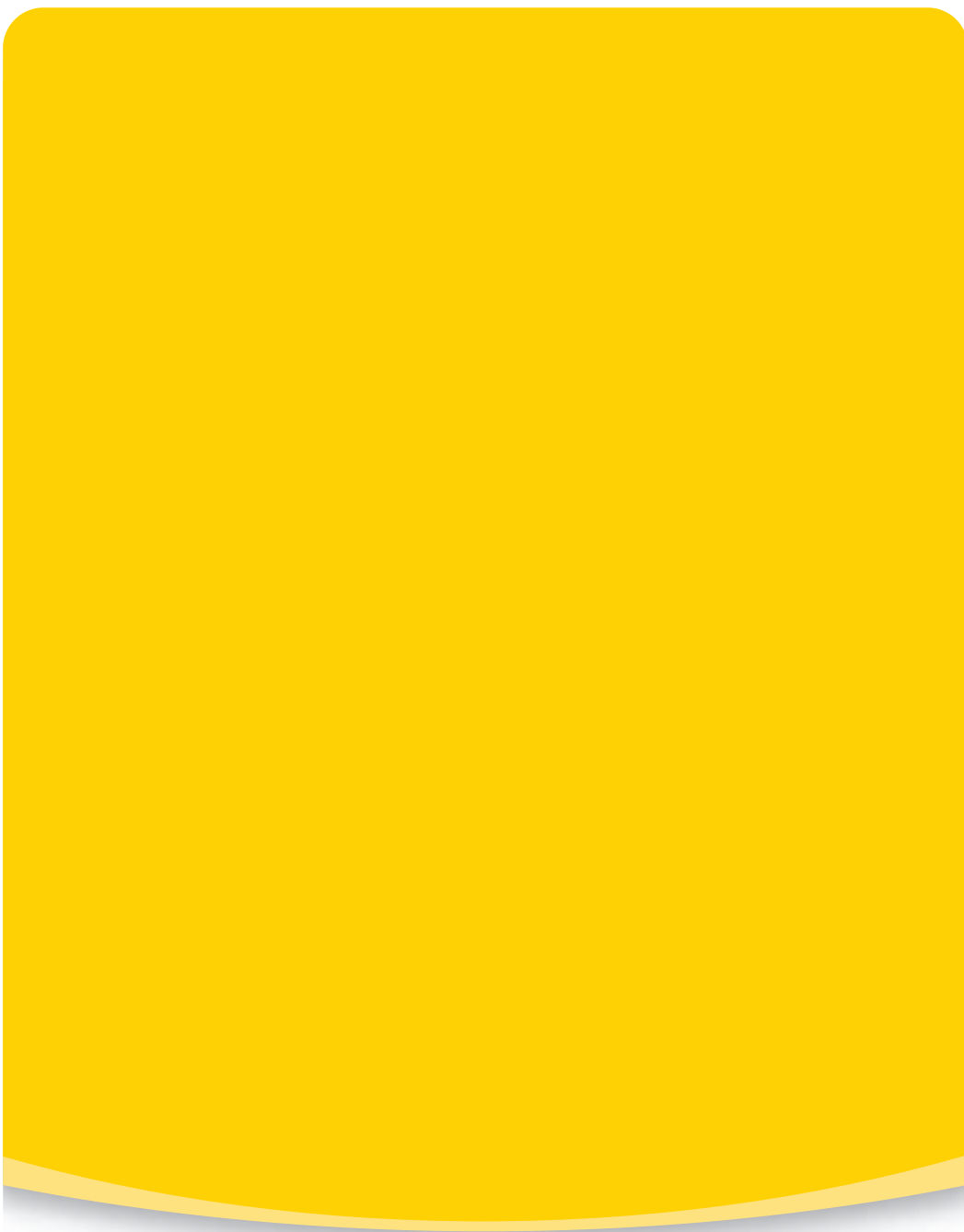
1. The AA reserves the right to cancel Membership where any month's subscription is overdue.
2. The Member is entitled to change their level of breakdown cover at any time. However if the Member wishes to remove a service from the cover held then any such removal will take effect at the next payment date and no part month refunds will be due with regard to the reduction in cover.

AA Company Details

The Automobile Association Limited is incorporated with limited liability in Jersey number 73356. Registered Office: 22 Grenville Street, ST Helier, Jersey JE4 8PX, Channel Islands. It is an insurer of breakdown assistance services cover that is exempt from authorisation under the Financial Services and Markets Act 2000. Head Office: Fanum House, Basingstoke, Hampshire RG21 4EA. Branch registered in England and Wales number BR004875

Automobile Association Underwriting Services Limited is an insurer of general business which is authorised and regulated by the Financial Services Authority (FSA). Registered Office: Fanum House, Basingstoke, Hampshire RG21 4EA. Registered in England and Wales number 1674675.

Automobile Association Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA). Registered Office: Fanum House, Basingstoke, Hampshire RG21 4EA. Registered in England and Wales number 2414212.



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