

# **Basic Breakdown Cover**

Terms & Conditions Booklet

Basic Breakdown Cover Policy  
and Arrangement & Administration Contract

November 2022

**Important information: Please read and retain**

**AA**

## Welcome to Basic Breakdown Cover

---

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

1 – Basic Breakdown Cover Policy; and

2 – Basic Breakdown Cover Policy Arrangement and Administration Contract.

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

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

Basic Breakdown Cover also involves a separate contract between you and us (Automobile Association Insurance Services Limited) under which we agree to arrange and administer your Basic Breakdown Cover Policy (see the "Basic Breakdown Cover Policy Arrangement and Administration Contract" part of this booklet). The premium due to the insurer and the fee(s) for our services are detailed in the accompanying letter or advised to you in writing separately and together these amounts make up the total cost of your Basic Breakdown Cover product.

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

### **Demands & Needs**

Our Basic Breakdown Cover is designed to meet the needs of a customer who requires assistance, in the event they breakdown once in a 12-month period, for one vehicle, more than ¼ mile away from their home address and, if we are unable to repair the vehicle, recovery to a local repairer.

# Contents

---

## **Part 1: YOUR CONTRACT WITH AUTOMOBILE ASSOCIATION DEVELOPMENTS LIMITED**

### **Your Basic Breakdown Cover Policy in full**

If you require basic breakdown assistance.....	6
If you need to complain.....	7
Definition of words and phrases used in this Policy.....	7

### **About Basic Breakdown Cover**

Duration of cover.....	8
Vehicle eligibility.....	8

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

Basic Breakdown Cover.....	9
----------------------------	---

### **General Terms & Conditions**

General exclusions.....	10
General rights to refuse service.....	11
Additional services.....	12
Use of agents.....	12
Requests for assistance.....	12
Emergency nature of breakdown service.....	12
Cancellation & Suspension of Basic Breakdown Cover.....	12
Changes to your Recurring Payment Authority details.....	13
Autorenewal (if applicable).....	13
Changes to Terms & Conditions.....	14
Changes to your Personal Details.....	14
Matters outside the AA's reasonable control.....	14
Exclusions of liability for loss of profit etc.....	14
Enforcement of Terms & Conditions.....	14
Use of headings.....	15
Interpretation: use of English law & language.....	15
Fraudulent Applications.....	15

### **Service Control - Call Out Limits**

Fee for additional call outs during the Policy Year.....	15
--	----

**Part 2: BASIC BREAKDOWN COVER POLICY ARRANGEMENT AND  
ADMINISTRATION CONTRACT YOUR CONTRACT WITH AAIS:**

Who regulates AAIS?.....	17
Which companies does AAIS deal with?.....	17
What services does AAIS provide?.....	17
What will you have to pay for services provided by AAIS?.....	17
Changes to Arrangement & Administration contract.....	18
Matters outside AAIS's reasonable control.....	18
Exclusion of liability for loss of profit etc.....	18
Third parties.....	18
Interpretation: use of English law & language.....	18
What to do if you have a complaint?.....	18
Is AAIS covered by the Financial Services Compensation Scheme (FSCS)?.....	19
Use of headings.....	19
<b>USE OF YOUR PERSONAL DATA.....</b>	<b>20</b>
<b>AA COMPANY DETAILS.....</b>	<b>26</b>

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

# Your Basic Breakdown Cover Policy in full

## If you require basic breakdown assistance

---

### **Where cover is available:**

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

### **How to contact the AA:**

If you have broken down and require assistance, please contact the AA on **03330 046 046**. It is important that you contact the AA because if you contact a garage direct you will have to settle the bill and the AA will not be obliged to reimburse you.

### **How the AA will identify that Your Vehicle is entitled to assistance:**

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

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

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

For further details please refer to General Terms & Conditions, clause 3f, page 11.

You should advise the AA immediately of any changes to name or address.

Please refer to General Terms & Conditions, clause 15 page 14.

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

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

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

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

### **If you require assistance following an accident:**

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

## If you need to complain

---

We aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

There are several ways you can contact us:

Phone: 0344 209 0556  
0161 333 5910

Email: customer.solutions@theAA.com  
Customer Solutions

Post: Park Square  
Bird Hall Lane  
Cheadle Heath  
Stockport  
SK3 0XN

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

We will either acknowledge your complaint within 5 working days of receipt, or offer you our final response if we have concluded our investigations within this period.

If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

## Definition of words and phrases used in this Policy

---

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

**'AA' 'We' 'Us' 'Our'** means the insurer of the Breakdown cover, which is Automobile Association Developments Limited (trading as AA Breakdown Services).

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

**'Breakdown'** means an event:

which causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily to bring the vehicle to a halt on a journey because of some malfunction of the vehicle or failure of it to function, and after which the journey cannot reasonably be commenced or continued in the relevant vehicle.

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

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

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

**'You', 'Your'** means:

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

**'Your Vehicle'** means:

- The vehicle which has been registered for cover with the AA at the time of the relevant breakdown or accident; and provided always that any such vehicle meets the vehicle specifications set out on page 8.

## About the Basic Breakdown Cover Policy

### Duration of cover

---

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

- The duration of the Basic Breakdown Cover policy is 12 months. Cover is free of charge for the first year and will not automatically renew. You will have the opportunity to renew this cover if you choose for a premium. At renewal a recurring payment method can be arranged.

### Vehicle eligibility

---

Breakdown assistance is only available for cars, vans, minibuses or motorcycles (including quads and trikes) which meet the specifications set out below.

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

<b>Maximum Vehicle Weight:</b>	3.5 tonnes (3,500kg) gross vehicle weight
<b>Maximum Vehicle Width:</b>	8ft 3in (2.55m) which constitutes the overall width of the vehicle bodywork excluding mirrors measured at the widest points

Assistance will also be provided for a caravan or trailer which was on tow at the time of the breakdown, provided that each vehicle falls within the above limits. The AA does cover electric cars, hydrogen vehicles, vans, minibuses and motorcycles.

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

- a) Basic Breakdown Cover is only available for a vehicle :
  - (i) which has been registered with the AA at the time assistance is requested; and
  - (ii) which is a UK vehicle registered with the DVLA;
    - It is possible to change the vehicle registered under Basic Breakdown Cover during the Policy Year. Service will not be available for the new vehicle until 24 hours after the AA receives notification of the vehicle change. In addition the AA reserves the right not to re-register any vehicle which has been previously registered during the same Policy Year. The AA is not obliged to undertake more than 3 changes of vehicle within the Policy Year.

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

### Basic Breakdown Cover Policy

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

**Basic Breakdown Cover does not include other AA Membership options (e.g. At Home, National Recovery, Onward Travel and Parts and Garage Cover). If you require any such options, and the AA is prepared to offer such products you will need to pay an additional premium. Please see page 6 above for details.**

#### What is covered:

- Basic Breakdown Cover is available if Your Vehicle is stranded on the highway more than a quarter of a mile from the Policyholder's Home Address following a breakdown;
- Basic Breakdown Cover is only available if You have purchased cover at least 24 hours before the relevant breakdown occurred;
- If, following a breakdown, the AA or its appointed agent cannot fix Your Vehicle, it, together with the driver and up to a maximum of seven passengers, will be taken to the AA's choice of relevant local repairer or to a local destination of Your choice, provided it is no further. In the case of an electric vehicle which has run out of charge or other covered vehicle which has run out of fuel, a local repairer may be a nearby charge or, as applicable, refuelling point, which may not be a rapid charge point nor may it be in the direction which You were originally travelling;
- The AA can make a telephone call at Your request following a breakdown;
- Any contract for repair, other than repairs carried out by the AA or its agent at the roadside under Your Basic Breakdown Cover, is between the person requesting the repair and the repairer – it is not the AA's responsibility to instruct the repairer to undertake any work required or to pay them for it.

The AA does not guarantee that any recovery to a local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst the AA will endeavour to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed and the AA does not provide any assurance or warranty with respect to any work carried out at Your request by any third party repairer.

#### What is not covered:

- The cost of spare parts, petrol, oil, keys or other materials required to repair Your Vehicle or any supplier delivery service, or call out charges related to these items;
- The cost of any labour, other than that provided by the AA or its agents under Your Basic Breakdown Cover at the scene of the breakdown;
- Any additional transport or other costs that You might incur or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany Your Vehicle while it is being recovered;
- Routine maintenance and running repairs for example but not limited to radios, interior light bulbs, heated rear windows;
- Any recovery or tow following an accident (see General Terms & Conditions, clause 2, page 11);
- Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by You;
- After Your Vehicle has been recovered following a breakdown, a second or subsequent recovery or tow is not covered;
- All things excluded under General Terms & Conditions (see pages 10-15).

# General Terms & Conditions

## General exclusions

1. Basic Breakdown Cover does not provide for:
  - a. **Any vehicle servicing or re-assembly**, for example, where servicing or re-assembly 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**: that is the cost of garage or other labour required to repair Your Vehicle, other than labour provided by the AA or its agents at the scene of the breakdown;
  - c. **Fuel draining**: that is 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**: that is any additional charges resulting from Your failure to carry a legal and serviceable spare wheel or tyre, except where this is not provided as manufacturers' standard equipment. The AA will endeavour to arrange on your behalf, but will not pay for, assistance from a third party;
  - e. **Having Your Vehicle stored or guarded in Your absence**: in the event that the AA does agree, or needs, to arrange storage of Your Vehicle, for example without limitation, because the AA is not reasonably able to locate the delivery address You have provided or You have not provided, or do not provide when the AA requests, adequate delivery instructions, the AA will be entitled to charge You reasonable storage charges;
  - f. **Service to Vehicles on private property unless relevant permission is given**: that is 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. **Assistance for excess passengers**, the provision of any service or benefit to or for any persons in excess of the number of seats fitted in the vehicle at the time of breakdown, or to anyone who was not travelling in the relevant vehicle at the time of the breakdown. If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation;
  - h. **Ferry, toll charges**: any ferry, toll or congestion charges incurred in connection with Your Vehicle as a result of it being recovered;
  - i. **Trade transportation**: that is the provision of service to any vehicles bearing trade plates or which the AA has reason to believe has just been imported or purchased at auction;
  - j. **Transporting from trade premises**: that is 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**: that is the cost (including any call out charge) of any locksmith, glass, tyre or bodywork specialist, should the AA consider this to be required. The AA will endeavour to arrange this help on Your behalf, however it will not pay for these specialist services and any contract for services provided will be between You and the relevant specialist. If, in the AA's professional opinion, Your Vehicle requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by AA mechanics is required, the AA will arrange the recovery but at Your cost. If use of a locksmith or other specialist would, in the AA's professional opinion, mobilise the vehicle, no further service will be available for the breakdown in question;
  - l. **Specialist lifting equipment**: that is the cost of any specialist lifting equipment (not normally carried by AA mechanics), 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:** that is the transportation or arrangement of the transportation of any animal (guide dogs or hearing dogs will be transported together with their owner, unless this is not possible for health and/or safety reasons). The AA will not recover horses or livestock. If the AA does at its absolute discretion, agree to transport an animal, then this will be at Your own risk. It is Your responsibility to secure any animal being transported or to make alternative arrangements for its transportation;
  - n. **Participation in sporting events:** that is assistance for vehicles broken down as a result of taking part in any “Motor Sport Event”, including but not limited to racing, rallying, trials or time-trials or auto test. However, for the avoidance of doubt, the AA does not consider “Concours d’elegance” events, track test days for road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be Motor Sports Events;
  - o. **Malicious Damage or Vandalism:** that is the recovery of any vehicle that cannot be driven due to deliberate destruction or damage (which includes the malicious removal of any vehicle part). A recovery can be arranged but this would be at Your expense or reclaimed via Your insurance company.
2. Basic Breakdown Cover does not provide assistance or recovery following an accident; If you have been involved in an accident and require assistance, the AA may, at its discretion and upon payment of the appropriate fee, provide you with AA Membership Breakdown Cover, where assistance will be available. Where a roadside repair is not possible, if you agree we can arrange but not pay for, repairs or recovery of the vehicle from the scene of the accident, the fees and who is liable for these will be advised at the time.

## General rights to refuse service

---

Please note: if a Policyholder is refused service by the AA the Policyholder has the right to an explanation in writing (see “If you need to complain” page 7 for Customer Solutions contact details).

- 3. The AA reserves the right to refuse to provide or arrange assistance where the service request is for, or relates to:
  - a. **Repeat breakdowns within 28 days:** that is where service is requested to deal with the same or similar cause of breakdown (including running out of fuel or charge) 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. The AA shall not be entitled to refuse assistance if the reason for the repeat breakdown is due to the negligence of the AA or its appointed agent;
  - b. **Unattended vehicles:** that is where You are not with Your Vehicle at the time of the breakdown and You are unable to be present at the time that assistance arrives;
  - c. **Unsafe, unroadworthy, unlawful vehicles:** that is where in the AA’s reasonable opinion, immediately before the relevant breakdown or accident, Your Vehicle was dangerous, overloaded, unroadworthy or otherwise unlawful to use on a public road. Without restricting the generality of the AA’s rights under this provision and Your responsibility to comply with all applicable legal requirements, please note that for a UK registered vehicle to be used or kept on a public road, and subject to any relevant exemption that may apply, the vehicle must have a current excise licence (that is, up to date vehicle tax) a current MOT test certificate and have in force valid motor insurance to the minimum level required under UK law;
  - d. **Assisting where unsafe or unlawful activities,** that is where other than solely as a result of a failure on the part of the AA, the giving of service would involve any breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of the AA’s health and safety duties which includes, for the avoidance of doubt, post production conversions from conventional fuel to electric, where We are unable to determine that it is safe to do so);
  - e. **Delay in reporting:** that is where the breakdown is not reported within 24 hours of you becoming aware of the breakdown. (The AA may agree to extend this period in exceptional circumstances);
  - f. **We cannot verify your policy:** that is where You cannot produce a valid customer number (or appropriate receipt). If this cannot be produced, and the AA is unable to verify that the appropriate Basic Breakdown Cover is held, the AA reserves the right to refuse service. The AA may, at its discretion, offer service on the immediate payment (by credit, debit or switch card) of the usual price for Basic Breakdown Cover, plus an additional premium for joining while already requiring assistance.

The cost of this will be confirmed to you prior to purchase. The amount paid will be fully refunded if it can be established that Basic Breakdown Cover was held at the time of the breakdown (For information, please see section 4 of the Basic Breakdown Cover Policy Arrangement and Administration Contract on page 17, for AAIS's fees in the event of refund). No refunds will be given if Your Policy entitlement cannot be proved, or simply because Your Vehicle cannot be fixed at the roadside;

- g. **Unreasonable behaviour:** that is where the AA reasonably considers, on reasonable grounds, that You:
- (i) or anyone accompanying You, or who is receiving, or entitled to receive assistance in connection with Your Policy, is behaving or has behaved in a threatening or abusive manner to AA employees, mechanics 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;
- h. **The recovery of Unaccompanied children:** that is the recovery of any child under 16 years of age unless they are accompanied at all times by an adult (unconnected with the AA or its agents).

### **Additional services**

---

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

### **Use of agents**

---

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

### **Requests for assistance**

---

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

### **Emergency nature of breakdown service**

---

7. AA Patrols are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or roadworthiness of a vehicle after a breakdown or an emergency repair. In addition, whilst AA Patrols will exercise such care & skill as is reasonable in a roadside emergency situation completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned.

### **Cancellation & Suspension of Basic Breakdown Cover**

---

8. The Policyholder has the right to cancel their Basic Breakdown Cover Policy within a 14 day 'cooling off period', commencing either from the agreement of the contract (which is the renewal date where renewing cover) or the receipt of the relevant Basic Breakdown Cover documents, whichever happens later.  
The following refund policy will apply for cancelling Basic Breakdown Cover within the cooling off period:
- a) The Policyholder will receive a refund of the Basic Breakdown Cover Policy premium paid, less AAIS's cancellation fee. However, if you have already received assistance then no refund will be due. Please see section 4 of the Basic Breakdown Cover Policy Arrangement and Administration Contract on page 17, for information on AAIS's fees in the event of cancellation.  
You must not, in any event, make further use of the cancelled Policy.
9. Outside of any relevant cooling off period (on joining or renewal) the Policyholder may cancel their Policy however, there will be no refunds for cancellation except when cancellation is requested by or on behalf of a Policyholder because the cover ceases to be of benefit to the Policyholder for one of the following reasons:
- 1) death of the Policyholder;
  - 2) the Policyholder is permanently unable to drive due to illness or injury

Any refund will be on a pro rata basis.

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

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

#### 10. **Suspension:**

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

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

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

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

11. The AA shall have the right to cancel Your Basic Breakdown Cover Policy or choose not to accept a new application for Basic Breakdown Cover for the same Policyholder in the following circumstances:
  - a) the AA has been entitled to refuse service under clause 3g, page 12;
  - b) the AA considers, in its reasonable opinion, and as a result of the Policyholder's, conduct, that there has been a breakdown in its relationship with the Policyholder; or
  - c) the Basic Breakdown Cover Policy was taken out where the AA was, or is, entitled to cancel an existing or previous Basic Breakdown Policy under a) or b) of this clause or
  - d) you behave inappropriately to any representative of the AA by acting in an abusive manner via any communication medium.
  - e) if the AA has in the previous 6 months, chosen not to renew or has cancelled another Basic Breakdown Cover Policy taken out by the Policyholder.

If the AA decides to cancel Your Basic Breakdown Cover Policy under this clause, that policy will be cancelled with effect from the Policyholder's receipt of the AA's written notification of cancellation. Notification will be deemed to have been received by the Policyholder two days from the date of the AA's letter of cancellation, if the AA writes to you, or immediately if the AA notifies the Policyholder electronically.

## **Changes to your Recurring Payment Authority details**

---

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

## **Autorenewal**

---

13. Basic Breakdown Cover at renewal can be paid for annually by Direct Debit or Continuous Payment Card authority and the policy will be automatically renewed at the end of each Policy Year unless the Policyholder tells us otherwise. A reminder will be sent, giving at least 14 days' notice, advising of the cost of Basic Breakdown Cover and of any changes to its Terms and Conditions which will take effect at renewal. If a Policyholder does not want to renew on this basis, they should notify the AA by the relevant renewal date. Where the Policyholder's decision not to renew is received within the 7 days leading up to the relevant renewal date, it may not be possible to prevent payment being collected under the connected Direct Debit or Continuous Payment Card authority: this payment will be repaid if the policy is not renewed. A decision not to renew should be notified by contacting AAIS on 0330 053 0475, see section 3 of the Basic Breakdown Cover Policy Arrangement and Administration Contract on page 17. The AA reserves the right not to offer renewal.

## Changes to Terms & Conditions

---

14. The AA is entitled to change any of the Terms & Conditions at renewal. The AA also reserves the right to make changes to these Terms & Conditions during the Policy Year, on the giving of at least two weeks notice, where this is necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

## Changes to your Personal Details

---

15. Changes to your name or address must be notified to the AA immediately. This can be done by using the following online link: [www.theAA.com/changes](http://www.theAA.com/changes), or by contacting AAIS on 0343 316 4444 or in writing to AAIS at: **Member Administration, Park Square, Bird Hall Lane, Cheadle Heath, Stockport, SK3 0XN**

The AA is entitled to serve any notice to be given under these terms and conditions, or any other materials it is required to give You, by sending the same to the last address provided by You if the AA usually contact you by post, or the last email address provided by you if the AA usually contact you electronically.

## Matters outside the AA's reasonable control

---

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

## Exclusion of liability for loss of profit etc

---

17. The AA shall not, in any event, and to the extent permitted by law, have any responsibility for
- (a) any increased costs or expenses; or
  - (b) any loss of:
    - (i) profit; or
    - (ii) business; or
    - (iii) contracts; or
    - (iv) revenue; or
    - (v) anticipated savings; or
  - (c) for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise.

For the avoidance of doubt, nothing in this clause or these Terms & Conditions shall exclude or restrict the AA's liability for negligence resulting in death or personal injury.

## Enforcement of Terms & Conditions

---

18. Failure to enforce or non-reliance on any of these Terms & Conditions by the AA will not prevent the AA from subsequently relying on or enforcing them.
19. None of the Terms & Conditions, or benefits, of the Basic Breakdown Cover Policy are enforceable by anyone else other than the Policyholder. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

## Use of headings

---

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

## Interpretation: use of English law & language

---

21. Your Basic Breakdown Cover Policy and these Terms & Conditions are governed and should be interpreted by the laws of England and Wales. The EEA State for the purpose of Basic Breakdown Cover is the United Kingdom. The Terms & Conditions are written in English and all correspondence entered into shall be in English.

## Fraudulent Applications

---

22. If We discover that You, anybody insured under this policy or anyone acting for You has knowingly:

- made a fraudulent or false application.
- misrepresented any answers to Our questions or withheld any relevant information in order to influence the AA.
- provided false or invalid documents in support application; or
- following an allegation or suggestion of fraud by the AA, or any other 3rd Part Business partner, withdrawn an application, had an application refused or declined or had a policy cancelled or made void.

We may:

- treat Your policy as if it never existed from the date of the fraud or misrepresentation and retain any premium You have paid for this policy.
- serve You a 7 day notice of cancellation on all other policies that You hold with Us.
- pass details to the Police and fraud prevention agencies.
- Refuse to honour your application if any way fraudulent, false or exaggerated and recover from You any costs that have been incurred.

## Service Control – Call Out Limits

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

## Fees for additional call outs during the Policy Year

---

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

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

## Basic Breakdown Cover Policy Arrangement and Administration Contract – Your Contract with AAIS

Set out below are the Terms and Conditions of your contract with Automobile Association Insurance Services Limited (“AAIS”) relating to AAIS’s arrangement and administration of your Basic Breakdown Cover Policy.

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

### 1. Who regulates AAIS?

AAIS is authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority is an independent body that regulates the financial services industry in the UK. AAIS’s permitted business is that of an insurance intermediary dealing in and arranging contracts of general insurance. You can check this information on The Financial Services Register by visiting their website [www.fca.org.uk](http://www.fca.org.uk). 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 the Basic Breakdown Cover. AAIS acts as an agent of these underwriters, when accepting or refunding premiums. These are the only underwriters of breakdown assistance available through AAIS. AAIS may renew your cover to a different underwriter or notify you of a future change if the underwriter of AA products has changed for new policies for any reason.

### 3. What services does AAIS provide?

AAIS provides the following services to you:

- Providing information about breakdown cover on offer: AAIS will provide you with information on breakdown cover available from the insurer.
- Arranging breakdown cover. Once you decide what cover you require, AAIS will arrange this for you with the insurer(s), dealing with payment and issuing the relevant Policy documentation.
- Administering breakdown cover: After arranging breakdown cover AAIS will administer it on your behalf, including supplying replacement Policy documentation, keeping your Policy records up to date, dealing with enquiries; making changes to payment methods, renewing your cover (including Autorenewal) and cancelling your cover (including refunds of premium on behalf of the insurer(s)).
- If, during the currency of your AA Policy, the relevant insurer wishes to alter the Terms & Conditions of Cover, AAIS will provide you with the relevant information. AAIS will, for compliance purposes, keep a copy of the policy that was issued to you. Communication by AAIS concerning any policy issued will be in English.

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

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

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

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

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

- a) If the AA refund fees in the circumstances set out in Clause 3f on page 11;
- b) If you cancel in circumstances set out in Clause 11b or 11c on page 13;
- c) If you cancel in circumstances set out in Clause 8 on page 12 AAIS will refund its fees, but may **charge a cancellation fee of £20.**

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

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

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

## **5. Changes to Arrangement and Administration contract**

AAIS is entitled to change any of these Terms and Conditions at renewal. AAIS also reserves the right to make changes to these Terms & Conditions during the Policy Year, on the giving of at least two weeks notice, where this is necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

## **6. Matters outside AAIS's reasonable control**

AAIS shall not be liable for service failures where it is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside AAIS's reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, roads that are not reasonably accessible by the AA, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default or suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

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

AAIS shall not, in any event, and to the extent permitted by law, have any responsibility for

- a) any increased costs or expenses; or
- b) any loss of
  - (i) profit; or
  - (ii) business; or
  - (iii) contracts; or
  - (iv) revenue; or
  - (v) anticipated savings; or
- c) for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise.

For the avoidance of doubt, nothing in this clause or these Terms & Conditions shall exclude or restrict the AAIS's liability for negligence resulting in death or personal injury.

## **8. Third parties**

None of the Terms & Conditions, or benefits, of this Contract are enforceable by anyone else other than the Policyholder. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

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

This contract is written in English and is governed by, and should be interpreted under, the laws of England and Wales.

## **10. What to do if you have a complaint?**

We aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

There are several ways you can contact us:

Phone: 0344 209 0556  
0161 333 5910

Email: [customer.solutions@theAA.com](mailto:customer.solutions@theAA.com)

Post: The AA Customer Solutions  
Park Square  
Bird Hall Lane  
Cheadle Heath  
Stockport  
SK3 0XN

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

We will either acknowledge your complaint within 5 working days of receipt, or offer you our final response if we have concluded our investigations within this period.

If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final

response within this period we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 123 9 123  
Website: [www.financial-ombudsman.org.uk](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 9GE

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

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

The activities of AAIS in arranging Basic Breakdown Cover are covered by the FSCS. You may be entitled to compensation from the scheme if AAIS cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100 or 0207 741 4100.

#### **12. Use of headings**

The headings used above are for convenience only and shall not affect the interpretation of its contents.

# USE OF YOUR PERSONAL DATA

## AA – Roadside Assistance – Privacy Notice

This privacy notice lets you know what happens to personal data we use and hold when you have a Roadside policy or product with us. If you provide us with personal information on behalf of another person, you must ensure that it is accurate, up to date and that you have their authorisation to do so. You should make sure that you provide them with a copy of this Privacy Notice or let them know how to access it. Where this privacy notice refers to “you” this also includes data about anyone else named on the policy or whose data you provide us with.

### The AA Limited and our Data Protection Officer (DPO)

We are the AA. Our main address is Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA. The data controllers of our Roadside policies and products are the Automobile Association Insurance Services Limited (which sells you the policy), Automobile Association Developments Limited (which provides the services to you) and, for certain policy or cover levels or add-ons, the underwriter(s) list in your policy documents. We have a Data Protection Officer who you can contact by using the contact details at the bottom of this notice.

### Personal data we hold and use

We and our underwriters use several different types of information about you, policyholders and beneficiaries.

Below we have set out the types of information we and our underwriters use or hold about you for our Roadside policy or products. If you hold an insurance policy or other AA products or services (such as financial service or travel products), you should also read the privacy notice for those products or services to understand what other data we might hold. The next section tells you how we use your information.

- Personal and contact details, your date of birth, gender and/or age;
- Product beneficiaries, users and policy holders;
- Records of your contacts with us and your payment details;
- Details of products and services you hold or have held as well as your use of them and any claims or breakdowns, and any expressions of interest in the AA or its business partners. These will include details of products, service, claims, and use of them, and usage of other AA products or services such as AA Insurance Services, AA/BSM, Driving School, AA Cars, AA Financial Services and other AA branded products or services;
- Details of breakdowns, call outs, and claims made by you, your policy holders or policy beneficiaries, and product eligibility (such as whether you have an up-to-date MOT, up-to-date tax, or whether you vehicle is listed as being off the road);
- Pricing and risk data about you, your beneficiaries or policyholders. This is data used, for example, to assess or make a decision about policy risk, decide or set pricing or risk levels, and decide whether we can offer or continue to offer you a product or service. This may use details such as your AA product or service holdings and use (including usage, claims or breakdown data), credit data, marketing data and risk profiles, suspected fraud, data from third parties (see below), vehicle and driving details, and telematics details;
- Marketing information, including records of marketing communications, details of what you may be interested in, analysis and profiles we build up about you and your interests, and whether you open or read communications or links;
- Vehicle information, including make, model, age, usage, breakdowns, repairs, and faults;
- Telematics and connected car information about your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken. This will be the case if you have Smart Insurance, Smart Breakdown or a Car Genie device or one of our other telematics or connected car products);
- Information which we obtain from Credit Reference Agencies and Fraud Prevention Agencies (see below);

- Fraud, debt and theft information related to any of the products you hold with the AA;
- Information about your health or if you are a vulnerable customer - for example, details of assistance required – if these are needed to provide your policy to you;
- Criminal records information, including alleged offences if this necessary for your policy;
- Your marital status, family, lifestyle or social circumstances;
- Information from third parties, including demographic information, vehicle details, details of outstanding finance, claims details, fraud prevention databases, property, geographic and demographic details, marketing data, publicly available information (e.g. electoral roll and court judgments), and information to help improve the relevance of our products and services or to help us manage our products and services, pricing or risk;
- Details of your usage of any of our websites or apps, details of your phone and its software (e.g. browser and set up information), browsing history, and other details obtained via cookies or similar technologies (see our cookie statement for more details); and
- Third party transactions such as where a person other than the account holder pays for or uses the service.

We may be unable to provide you with our products or services if you do not provide certain information to us. In cases where providing some personal information is optional, we'll make this clear.

### **Sources of your personal data**

As we said above, the information we hold comes from different sources. These are:

- You directly, and any information from family members, policyholders or beneficiaries of products and services (for example, if they are authorised to act for you or are allowed to use a service you have with us);
- If you have cover via another company (e.g. a bank, insurer, car company and leasing company), from the company providing you that policy or cover
- AA Group and AA branded companies, if you already have a product with them, have applied for one or have held one previously. These include Automobile Association Insurance Services Limited, Automobile Association Financial Services Limited and AA Underwriting Insurance Company Limited;
- A third party or beneficiary, if they are making a claim under your policy;
- Information generated about you when you use our products and services;
- Intermediaries (such as comparison sites) we work with to provide products, services or quotes to you;
- Business partners (e.g. garage agents, financial services institutions, insurers) or others needed to provide our services to you;
- Anyone who operates any of your accounts, products or services on your behalf; (e.g. Power of Attorney, solicitors, intermediaries, etc);
- From sources such as Fraud Prevention Agencies, Credit Reference Agencies, HMRC, DVLA, Motor Insurers' Bureau, publicly available directories and information (e.g. telephone directory, social media, internet, news articles), debt recovery and/or tracing agents, other organisations to assist in prevention and detection of crime, police and law enforcement agencies; and
- Information we source about you or customers generally from commercial third parties, including demographic information, vehicle details, claims data, fraud information, marketing data, publicly available information, property and other information to help improve our products and services or our business.

### **Reasons for holding and using your personal data**

The information is used by us and our underwriter(s). The reasons for using your personal data are below. We have arranged them according to the legal reason we are allowed to use the data.

- 1) To provide you with our products or services or decide whether to do so:
  - a) Assessing an application for a policy, including considering whether or not to offer you the product or service, the price, the risk of doing so, availability of payment methods and the terms;
  - b) Providing you with your policy, member benefits and any other products or services held with the AA
  - c) Communicating with you and holding records about our dealings and interactions with you, your fellow policyholders and beneficiaries;
  - d) Making decisions about you or your policy, including your continued suitability for it, the risk of providing you with the policy, and assessing compliance with the policy terms;
  - e) To manage the operation of our business and those of our in-house or partner insurers or re-insurers;
  - f) To manage the operation of our business and business partners that help support your policy;
  - g) To carry out checks at Credit Reference and Fraud Prevention Agencies pre-application, at application, and periodically after that;
  - h) For analysing and profiling aspects of your vehicle or driving (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken as part of providing, quoting for, and managing your policy (if, for example, you hold Smart Breakdown or another telematics product)
  - i) Updating your records, tracing your whereabouts, and recovering debt;
  - j) To enable other AA group and branded companies to provide you with your products and services, quote for products and services, or manage products and services you hold
  - k) To share information as needed with business partners as required for managing your policy or assessing application account beneficiaries, service providers or as part of providing, administering or developing our products and services or our business; and
  - l) To make automated decisions, including profiling, on whether to offer you a product or service, or the price, payment method, risk or terms of it.
- 2) For our **legitimate interests or those of others:**
  - a) To develop our roadside, insurance and any other products or service using the information we hold;
  - b) To continually develop, improve and manage our risk assessment and pricing models
  - c) To provide personalised content and services to you, such as tailoring our products and services, our digital customer experience and offerings, and deciding which offers or promotions to show you on our digital channels;
  - d) To link together your AA products and services including to enable you to view these in a single account or profile, linking together your accounts on our systems and using this combined view for the purposes listed in this section;
  - e) To test and improve the performance of our products, services, processes and systems;
  - f) To improve the operation of our business - and that of our business partners – for example, by improving customer service and operational performance and efficiency;
  - g) To develop new products and services, and to review and improve current products and services;
  - h) For management and auditing of our business operations - including accounting;
  - i) To monitor and to keep records of our communications with you and our staff (see below);
  - j) For marketing analysis and related profiling to help us to offer you relevant products and service, including deciding whether or not to offer you certain products and service;
  - k) To understand our customers, their use of our products, their preferences and develop models, including developing profiles, algorithms and statistical models;

- l) To send marketing by SMS, email, phone, post, social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match). Offers may relate to any of our products and services such as cars, money and financial services, insurance, travel, member offers as well as to any other offers and advice we think may be of interest;
  - m) To provide insight and analysis of our customers both for ourselves and business partners based on your policy and products, your use of it, your other policies and the use of your policy by others;
  - n) For market research, profiling, and analysis and developing statistics;
  - o) To facilitate the sale of one or more parts of our business;
  - p) To share information with business partners as necessary for the purposes listed in this notice; and
  - q) To share information with other AA group and AA branded companies to enable them to perform any of the above purposes, in particular AA Underwriting Insurance Company Limited and AA Financial Services Limited.
- 3) To comply with our **legal obligations** such as our financial services or regulatory obligations such as our financial services or regulatory obligations, including Financial Conduct Authority, Prudential Conduct Authority and Financial Ombudsman Service rules, regulations and guidance.
- 4) With your **consent or explicit consent**:
- a) For some direct marketing communications which are not based on our legitimate interests;
  - b) For some of our profiling and other automated decision making which is not required for contractual or legal purposes; and
  - c) For some of our processing of special categories of personal data such as about your health, if you are a vulnerable customer or some criminal records information, if another legal basis does not apply.
- 5) Necessary for a **public interest**, such as:
- a) Using special categories of personal data such as about your health, criminal records information (including alleged offences) if this is needed to quote for or administer a policy, including assessing the risk of providing you with the Roadside policy or product; and
  - b) Using special categories of personal data about your health or needs (if you are a vulnerable customer) including assessing the risk of providing you with a policy or product.

### **Sharing and disclosures of your personal data**

The categories of third parties we use are listed below. We will use these third parties for all the reasons we have described in this notice and they may process the types of personal information we also hold or use.

- With AA Group and AA branded companies, including but not limited to Automobile Association Developments Limited (including AA Breakdown Services and AAA/BSM Driving School), Automobile Association Insurance Services Limited, Automobile Association Underwriting Insurance Company Limited and Automobile Association Financial Services Limited;
- With account beneficiaries if they use a service you have with us;
- With any parties involved in a claim if they need to receive information to allow us to handle a claim made by you or against you, or if either insurer needs to investigate a case of fraud;
- With service providers who are a part of providing products and services to you or help us to operate our business;
- With other breakdown organisations in other countries if you have European Breakdown Cover and need assistance abroad;
- Police and law enforcement agencies if we are required or need to support a criminal investigation;

- Governmental and regulatory bodies such as HMRC, DVSA, DVLA, the Financial Conduct Authority, the Prudential Regulation Authority, the Financial Ombudsman's Service, and the Information Commissioner's Office;
- Organisations and businesses who provide services to us under our authority such as service providers, debt recovery agencies, IT companies, and suppliers of business support services;
- Credit Reference and Fraud Prevention Agencies (see below); and
- Market research organisations who help us to develop and improve our products and services.

### **Withdrawing your consent**

Where we rely on your consent, you can withdraw it at any time by using the contact details in the Contact Us section below.

### **Transfers outside of the UK and Europe**

Your personal information may be transferred outside the European Economic Area, for example to service providers. If we do so, we'll make sure that suitable safeguards are in place where required, for example by using approved contractual agreements or other legal arrangements unless certain exceptions apply.

### **Sharing with credit reference and fraud prevention agencies**

If you apply for credit, to process your application we may perform credit, risk and identity checks on you with one or more Credit Reference Agencies (CRAs) and Fraud Prevention Agencies (FPAs). When you take out a Roadside policy or product from us we may also make periodic searches at CRAs to manage your account with us. To do this, we and our underwriters supply your personal information to CRAs and FPAs, and they will give us information about you. This will include information about your financial situation and financial history. CRAs and FPAs will supply to us both public (including the electoral register) and shared credit, financial situation, insurance and financial history information and fraud prevention information.

If you have credit, we may continue to exchange information about you with CRAs and FPAs while you have a relationship with us, and if necessary afterwards. We may also notify the CRAs about your settled accounts. The identities of the CRAs and FPAs, their role as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail on our website. When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

If you're making a joint application or tell us that you have a spouse or financial associate, we may link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

We may also use FPAs such as Experian and commercially available fraud prevention services and claims services to prevent, detect and investigate potential fraud. We may share information with FPAs about your application and policies in order to help us do this. This information may be given to other organisations. **More information can be found on our website at [www.theaa.com/privacy-notice](http://www.theaa.com/privacy-notice).**

### **Changes to your data**

You should tell us so that we can update our records. The contact details for this purpose are in your policy documents. We'll then update your records if we can.

### **Monitoring communications**

We may monitor communications with you, where permitted by law. We do this for quality control and staff training purposes, to comply with regulatory rules, to prevent or detect crime, to protect the security of our communications, data, and systems, and to enforce compliance with our internal policies.

### **Use of automated decisions**

We sometimes make decisions about you using only technology, where none of our employees or any other individuals have been involved. We do this to decide whether to offer you a product or service, to determine the risk of doing so, the price we will offer, whether to offer you credit, what terms and condition to offer you, assess lending, insurance and business risks, or to assess what payment methods we can offer you. We may do this using data from other parts of the AA (AA group and AA branded companies) and policy underwriters, including product or services details (including usage of claims made) and telematics data captured including on your vehicle, driving behaviour and location information.

To understand the logic involved in this and why we do this, you may wish to consider the following example:

- Assess your credit worthiness and ability - for example, if you are applying for credit and have a history of late or non-payment of debts, we may not be able to offer you credit or do so at a higher rate.
- Assess our ability to offer our products and services and manage those accounts – for example, we will take account of your history of using your policy or policies. If you or your beneficiaries make claims or have calls out or, or if we have concerns about potential use of a policy (for example, if you are in breach of the conditions) or circumstances this may result in a higher risk being assigned to you, meaning you may be quoted a higher price or a policy being declined or cancelled.
- Assess the risk of fraud - if we believe there is a significant risk of fraud, based on the information we hold or that is available to us, we may decline your application, quote a higher price or decline or cancel your policy or application.

We do this because it is necessary for entering into or performing the relevant insurance or credit agreement with you. We may do so if it is authorised by law or is based on your explicit consent.

### **Retention of your personal data**

Unless we explain otherwise to you, we'll hold your personal information based on the following criteria:

- For as long as we provide products or services to you and then for as long as someone could bring a claim against us;
- To comply with legal and regulatory requirements or guidance; or
- For as long as we have reasonable business needs.

### **Your data protection rights**

Here is a list of the rights that all individuals have under UK data protection laws. They don't apply in all circumstances so your request may not always be granted. If you wish to use any of them, we'll explain at that time if they apply or not, and if we will comply or not with your request, including the reasons why.

- The right to be informed about your processing of your personal information;
- The right to have your personal information corrected if it is inaccurate and to have incomplete personal information completed;
- The right to object to processing of your personal information;
- The right to restrict processing of your personal information;
- The right to have your personal information erased;
- The right to request access to your personal information and how we process it;
- The right to move, copy or transfer your personal information ; and
- Rights in relation to automated decision making which has a legal effect or otherwise significantly affects you.

You have the right to complain to the Information Commissioner's Office which enforces data protection laws - <https://ico.org.uk/>. You can contact our DPO for more details on all the above.

**You have a right to object**

You have the right to object to certain purposes for processing, in particular to data used for direct marketing purposes and to data processed for certain reasons based on our legitimate interests. You can contact us using the contact details in your policy documents or listed below to exercise these rights.

**Opting out of marketing**

You can stop our marketing at any time by contacting us using the details below or by following the instructions in the communication. You can also email [dataprotection@theaa.com](mailto:dataprotection@theaa.com)

**Changes to this privacy notice**

We may change this privacy notice from time to time to reflect changes in the law and/or our privacy practices. We encourage you to check this privacy notice for changes periodically – <https://www.theaa.com/privacy-policy>.

**Contact Us or our DPO**

You can use the contact details in your policy book or you can go to the Contact Us section of our website. Alternatively, you can write to AA Limited, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA, marking it for the attention of the DPO or email [dataprotection@theaa.com](mailto:dataprotection@theaa.com).

## AA COMPANY DETAILS

**Automobile Association Developments Limited, trading as AA Breakdown Services**, is an insurer of breakdown assistance services cover that is exempt from authorisation under the Financial Services and Markets Act 2000. Registered office: Fanum House, Basing View, Basingstoke RG21 4EA. Registered in England and Wales Number: 01878835.

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



## USEFUL CONTACT INFORMATION

<b>For Breakdown Assistance in the UK:</b>	<b>03330 046 046</b>
<b>To renew Basic Breakdown Cover:</b>	<b>0330 053 0475</b>
<b>To purchase European Breakdown Cover:</b>	<b>0330 053 1251</b>
<b>Enquiries or policy changes:</b>	<b>0343 316 4444 or 0161 332 1789</b>
<b>Update Your details:</b>	<b><a href="http://www.theaa.com/changes">www.theaa.com/changes</a></b>
<b>For Breakdown Assistance in the Republic of Ireland</b> (under discretionary/reciprocal arrangements)	<b>00800 88 77 66 44</b>

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

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

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

theAA.com