

AA Membership

Terms & Conditions Booklet

**Channel Islands & Isle of Man membership Breakdown
Cover Policy and Arrangement & Administration Contract**

April 2025

Important information: Please read and retain



Welcome to the AA

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

This booklet is split into 2 parts and sets out the Terms & Conditions of the contracts entered into when purchasing this AA membership:

- 1 – AA membership Breakdown Cover Policy; and
- 2 – AA membership Breakdown Cover Arrangement and Administration Contract

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

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

Whilst most of the Terms & Conditions relating to AA membership Breakdown Cover apply to all Channel Islands & Isle of Man Members, there are some variations depending on the type of cover you have purchased. To understand which of the Terms & Conditions apply to your particular membership, please make sure you are aware of the type of cover you hold. Your type of cover will be detailed in the Membership Statement section of the letter accompanying these Terms and Conditions or will be advised to you in writing separately and will confirm if your membership is annual or continuous and the level of AA membership Breakdown Cover you hold (which determines the extent of services you receive).

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.

Separate Terms & Conditions apply for Members resident in the UK – to receive a copy please call 0343 316 4444.

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

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

Demands and Needs

AA membership Breakdown Cover enables you to choose from a range of cover levels designed to meet your demands and needs. The Membership Statement section of the letter accompanying these Terms and Conditions shows the cover level(s) you have selected. The choices you have made will depend on your personal circumstances and therefore, please check your statement to ensure that the cover you have chosen will meet your needs.

Cover Level	Customer Needs
Roadside	Customers who need assistance, in the event they breakdown, more than ¼ mile away from their home address and if we are unable to repair the vehicle, recovery to a destination of their choice on the resident island
At Home (Home Start)	Customers who need assistance in the event they breakdown at their home address and if we are unable to repair the vehicle, recovery to a destination of their choice on the resident island
National Recovery (Relay)	Customers who, if we are unable to repair the vehicle, need their vehicle to be recovered to a single destination of their choice (including UK) or back to their resident island if the breakdown occurs on the mainland
Onward Travel (Stay Mobile)	Customers who, if we are unable to arrange a prompt local repair, need a hire car or hotel accommodation or public transport costs to continue their journey
Commercial Use	Provides help when you need your breakdown cover to be available for up to 2 nominated vehicles that are being used for commercial purposes.

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Part 1. AA membership Breakdown Cover Policy

- Your contract with the insurer(s)

Your AA membership Breakdown Cover Policy in full

If you require Breakdown Assistance

Where cover is available:

AA membership Breakdown Cover detailed in this Policy only applies when you are travelling in such parts of the British Isles as detailed in the relevant parts of the 'Service Descriptions' section on pages 10–13.

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 you are entitled to assistance:

If you have access to AA membership Breakdown Cover under Personal membership please always carry your membership card with you (this is also applicable to Joint and Family Members).

When you contact the AA for assistance you will be asked to show your membership card to ensure that only those Members entitled receive service.

You should advise the AA immediately of any changes to name or address. Please refer to General Terms & Conditions, clause 16 page 20.

If a valid membership card and additional proof of identity cannot be produced, the AA reserves the right to refuse service. For further details please refer to General Terms & Conditions, clause 3f, page 16.

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

If you are not entitled to any AA membership Breakdown Assistance services or you are not, at the time of the breakdown, entitled to the particular assistance service(s) you require, the AA may still be prepared to provide the required assistance. However, if so, in addition to paying the usual 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.

Payment Default:

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

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

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

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

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

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

There are several ways you can contact them:

Phone:	0800 023 4567 or 0300 123 9 123
Website:	www.financial-ombudsman.org.uk
Email:	complaint.info@financial-ombudsman.org.uk
Post:	The Financial Ombudsman Service Exchange Tower London E14 9SR

Financial Services Compensation Scheme (FSCS)

Onward Travel (Stay Mobile), which is underwritten by Acromas Insurance Company Limited, is covered by the FSCS.

If you have purchased Onward Travel (Stay Mobile) you may be entitled to compensation from the FSCS if Acromas Insurance Company Limited cannot meet its obligations in relation to that cover. This depends on the type of business and the circumstances of the claim. General insurance (such as Onward Travel (Stay Mobile)), provided by a regulated insurer such as Acromas Insurance Company Limited is covered for 90% of the claim with no upper limit. Further information about the compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.

Please note that Roadside, At Home (Home Start) and National Recovery (Relay) are provided by Automobile Association Developments Limited (trading as AA Breakdown Services) and the cover provided by this company does not fall within the FSCS.

Definition of words and phrases used in this Policy

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

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

'AAIS' means Automobile Association Insurance Services Limited.

'Breakdown' means an event:

which causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily brings the vehicle to a halt on a journey because of some malfunction of the vehicle or failure of it to function; and after which the journey cannot reasonably be commenced continued safely or without further concern in the relevant vehicle;

'Cover Period' means:

- a) for annual membership the period of 12 months; and
- (b) for Continuous Cover the period commencing from the start of or as applicable, the renewal date of the membership subject to earlier termination.

'Member' means: the person to whom the Membership documentation is addressed and who has purchased or been given AA membership Breakdown Cover.

Please note: Any contract for AA membership Breakdown Cover is between the AA Member and the AA and not, in the case of Personal Cover, between the AA and any person nominated as a Joint or Family Member as the Member, You will have access to information relating to any services provided under Your AA membership Breakdown Cover. It is Your responsibility to inform any users of Your AA membership Breakdown Cover that in using Your membership, they consent to their details being shared with You.

'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.

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

'You', 'Your' means: the Member and/or, if the context requires, any Joint or Family Member who has been nominated by the Member;

'Your Vehicle', the vehicle in which the Personal Member or any Joint or Family Member is travelling in at the time of the relevant breakdown; and provided always that any such vehicle meets the vehicle specifications set out on page 9.

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

About AA membership Breakdown Cover

This section details the different kinds of cover that are available under the AA membership Breakdown Cover Policy. The cover you hold will be set out in the Membership Statement section of the letter, accompanying these Terms and Conditions or if changes are made these will be confirmed separately to you in writing.

Services available

The AA offers a number of breakdown assistance services which can be purchased as part of AA membership Breakdown Cover. These include:



- **Roadside Assistance in the British Isles and Extended Local Recovery on Resident Island** – This is the minimum level of cover and provides roadside assistance throughout the UK, 24 hours a day, every day of the year. The AA's number 1 aim is to fix your car, but if it cannot be fixed it 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. Please refer to page 10 onwards for full details.



- **At Home (Home Start)** – Provides all the benefits of Roadside Assistance at your home address. Please refer to page 11 onwards for full details.



- **National Recovery (Relay)** – Recovery to a single destination of your choice in the UK or on your Resident Island if the AA is unable to fix your car at the roadside. This means you can choose to be taken home, to your destination or anywhere else on the UK mainland, regardless of how far this may be. Please refer to page 11 onwards for full details.



- **Onward Travel (Stay Mobile)** – If you are broken down and the AA cannot arrange a prompt local repair, Stay Mobile provides alternative travel options. You could choose from replacement car hire for up to 72 consecutive hours (a collection and delivery service, or equivalent, is available from chosen suppliers, subject to availability and to supplier's terms and conditions, which includes payment of supplier's fuel charges); public transport costs or overnight accommodation. Stay Mobile is limited to 3 claims in any one membership year. Please refer to page 15 onwards for full details.

All Members must buy Roadside Assistance; all services are only available 24 hours after purchase.

Types of cover

Cover is available as:

- **Single Cover:** Covers the Member, as driver or passenger, in any vehicle (within the limits specified on page 9); or
- **Joint Cover:** Gives one other nominated person living at the Member's Home Address access to AA membership Breakdown Cover. The nominated person may also be a student or member of the armed forces who normally lives at the Home Address but is temporarily living away; or
- **Family Cover:** Gives up to three other nominated people living at the Member's Home Address access to AA membership Breakdown Cover. The nominated person may also be a student or member of the armed forces who normally lives at the Home Address but is temporarily living away.

Duration of cover

Personal Cover is available on either an annual or continuous basis:

- **Annual Cover:** cover is for 12 months and is paid for in a single sum. If you pay for Annual cover under a recurring payment authority, for example by Direct Debit, your cover will, unless You have been notified otherwise, automatically be renewed at the end of the Cover Period. You will always be advised of this in advance and have the opportunity to cancel your AA membership Breakdown Cover;
- **Continuous Cover:** cover is paid for monthly or quarterly but runs on a continuous basis until cancelled.

Please refer to page 17 for further details on cancellation.

Although most of the Terms & Conditions within this Policy apply to Annual Cover and Continuous Cover there are some variations. These differences are detailed in the relevant places throughout the AA membership Breakdown Cover Policy part of this booklet.

Vehicle specifications

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

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

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

Maximum Vehicle Width: 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 it falls within the above limits.

The AA does cover electric cars, hydrogen vehicles, vans minibuses and motorcycles.

Service Descriptions – What is covered and what is not covered

Roadside Assistance in the British Isles and extended local recovery on the Resident Island

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

What is covered:

- Roadside Assistance is available to You in the UK and on Your Resident Island (for Channel Island residents this will include both Jersey and Guernsey) if Your Vehicle is stranded on the highway more than a quarter of a mile from the Member's Home Address following a breakdown;
- Roadside Assistance 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 within a reasonable time, Your Vehicle, together with the driver and up to a maximum of seven passengers, will;
 - a) following a breakdown in the UK or, for Channel Island residents only, in whichever of Jersey or Guernsey is not Your Resident Island, be taken to the AA's choice of local repairer or, alternatively, to a local destination of Your choice, provided it is no further, and
 - b) following a breakdown on Your resident island, be taken together with the driver and up to a maximum of seven passengers (see General Terms & Conditions, clause 1g, page 14) to a single destination of Your choice on the Member's Resident Island. If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation
 - c) 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 will 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 AA membership 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:

- - Fuel and parts (unless these are carried by the AA or its appointed agent and in the case of fuel is required to get a Vehicle that has run out of fuel to the nearest fuelling point and in the case of parts, those that are required to carry out the repair for which assistance was requested and costs £5 or less based on the AA's retail prices,
 - oil,
 - keys
 - other materials required to repair Your Vehicle are excluded as are any supplier delivery service call-out charges related to these items, and the provision of service on private property without the relevant permission;
 - storage costs; We may be entitled to sell your Vehicle if you don't pay pre-agreed fees or collect the Vehicle when we ask you to (and we've given you at least 30 days' notice);

- Any 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 15);
- Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by You;
- A second or subsequent recovery, after Your Vehicle has been recovered following a breakdown;
- All things excluded under General Terms & Conditions (see pages 14–21).

At Home (Home Start)

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

What is covered:

- At Home (Home Start) extends Roadside Assistance cover and is available only to those who have purchased At Home (Home Start) cover at least 24 hours before the relevant breakdown occurred;
- At Home (Home Start) provides access to the same service as is available under 'Roadside Assistance' following a breakdown at or within a quarter of a mile of the Member's Home Address

What is not covered:

- All things excluded under 'What is not covered' within 'Roadside Assistance in the British Isles and extended local recovery on Resident Island' on page 10.

National Recovery (Relay)

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

What is covered:

- National Recovery (Relay) extends Roadside Assistance cover and is available only to those who have paid for the additional National Recovery (Relay) cover at least 24 hours before the relevant breakdown occurred; it is not available to those who only hold Roadside Assistance in the British Isles and extended local recovery on Resident Island;
- National Recovery (Relay) is available when the AA provides either Roadside Assistance or At Home (Home Start) service and the AA cannot repair Your vehicle at the roadside or at Your home;
- National Recovery (Relay) provides recovery of Your Vehicle, together with the driver and up to a maximum of seven passengers to any single destination of Your choice in the UK mainland or in Northern Ireland or on Your Resident Island (see also General Terms & Conditions, clause 1g, page 14). For Channel Island residents, and for these purposes only, recovery can be to any single destination on either Jersey or Guernsey.

What is not covered:

- Recovery in cases of mis-fuelling. In such cases service will be restricted to a local tow provided under your Roadside Assistance cover;
- All things excluded under 'What is not covered' within 'Roadside Assistance in the British Isles and extended local recovery on resident island' on page 14.

Immediate requirement for National Recovery (Relay):

- If you join already requiring National Recovery (Relay) (or you require National Recovery (Relay) before the 24 hours referred to above has elapsed) the AA may be prepared to provide National Recovery (Relay) assistance for the breakdown concerned. If the AA are prepared to provide National Recovery (Relay) assistance then You will need to pay a supplementary premium for purchasing National Recovery (Relay) in a breakdown situation in addition to the price of National Recovery (Relay). The cost of this will be notified to You by Us at the time of the purchase.

Additionally, the AA is entitled to limit the relevant recovery under National Recovery (Relay) to the maximum mileage notified at the time the request for the relevant assistance was made and to charge for any recovery provided in excess of that mileage. The cost of this additional mileage will be confirmed to you at the time of purchase.

Compassionate Relay Assistance:

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

Onward Travel (Stay Mobile)

Underwritten by Acromas Insurance Company Limited.

This optional cover is limited to 3 claims in any one Membership year and will provide You with either a replacement vehicle, alternative transports costs or overnight accommodation subject to the following criteria:

- Cover has been purchased at least 24 hours before the relevant Breakdown occurs; and
- Your vehicle is immobilised following a Breakdown, which the AA has attended under Roadside Assistance (see page 10) or At Home (Home Start) (see page 11) and where the AA cannot arrange a prompt local repair; and
- The incident for which You are claiming is not due to or caused by any of the following:

An accident;
Theft or attempted theft;
Insufficient fuel or charge;
Contamination from incorrect fuel;
Taking part in motor racing, rallying or track events;
Loss of keys; or
Keys being locked in the vehicle.

Onward Travel (Stay Mobile) benefit options

A: Replacement Vehicle

What is covered:

The cost to supply a replacement mid-range saloon or hatchback type car up to 1,600cc (Category D) for up to 3 days, by our chosen supplier, subject to availability.

(If you Breakdown within the UK Mainland or Northern Ireland), a collection/ delivery service of the replacement vehicle within a 30 mile-radius of the breakdown or Your chosen location. (You can either be picked up or for the replacement vehicle to be delivered to you within these limits).

What is not covered:

Additional charges incurred if You keep the replacement vehicle for longer than 3 days; or Fuel costs (including those resulting from pick-up, collection and delivery of the vehicle); or Any ferry, toll or congestion charges incurred in the replacement vehicle; or Any insurance excess charges, or other insurance related charges (see important information below); 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; We cannot provide a like for like replacement for Your Vehicle (this includes being unable to provide a replacement hybrid or electric vehicle).

Important information

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

Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months;
Production of a full driving licence valid at the time of issue of the hire vehicle ;
Any applicable endorsements as advised by the replacement vehicle supplier;
For drivers under the age of 21 provision of a replacement vehicle may be subject to the use of their own insurance, where available, for the duration of the hire period. Any costs incurred in this event will not be covered. (If the driver's own insurance cannot cover this alternative transport (see option B below) will be required;
A valid credit card is required. Alternatively the supplier will require a deposit of not less than £50 and may also undertake a simple credit check before releasing the vehicle to you);
A minimum insurance excess of £500, in the case of damage to or theft of the hire vehicle;
Limitations on the availability and/or engine capacity of the replacement vehicle drivers aged at 18-21 years are restricted to a hatchback type vehicle up to 1,200cc;
The collection and delivery service is limited to a maximum delivery distance of 30 miles. You are responsible for making arrangements for the return of the hire vehicle to the supplier;
If the hire vehicle is not taken at the time and receipt of the hire vehicle is delayed at Your request and with the AA's agreement, You are responsible for arranging delivery directly with the supplier. (The AA may be prepared to assist with these arrangements);
The collection and delivery service (or equivalent) is available from the chosen suppliers, subject to availability, to the supplier's terms and conditions and to Your payment of the supplier's fuel charges connected with collection and delivery. A minimum of two hours notice is required by the suppliers to arrange the delivery of a vehicle, with an additional two hours to deliver;
If the AA's chosen supplier refuses hire for any reason, subject to prior price approval and authorisation from the Onward Travel (Stay Mobile) team who can be contacted by calling 0370 4050606, You are entitled to arrange a hire vehicle from another provider;
Claims for the reimbursement of costs such hire should be made in writing and sent together with proof of purchases and receipts to: The AA, Stay Mobile Claims, Swallowfield One, Wolverhampton Road, Oldbury, B69 2AG.

OR

B: Alternative transport costs

What is covered

Costs for alternative transport incurred by the driver and up to a maximum of seven passengers (see General Terms & Conditions clause 1g, on page 14) travelling to a single UK destination that have been agreed at the time of breakdown by the Onward Travel (Stay Mobile) team, who can be contacted by calling 0370 4050 606. Claims should be made in writing and sent together with proof of purchases and receipts to:

The AA, Onward Travel (Stay Mobile) Claims, Swallowfield One, Wolverhampton Road, Oldbury, B69 2AG.

What is not covered

Costs that have not been agreed and authorised by the Onward Travel (Stay Mobile) Team.

OR

C: Overnight accommodation

What is covered

The AA will arrange and pay directly for one night's bed and breakfast on the day of the breakdown at a hotel of the AA's choice for the driver and up to a maximum of seven passengers (see General Terms & Conditions clause 1g, on page 14).

What is not covered

Any additional costs incurred during overnight accommodation such as other meals, drinks, telephone calls and newspapers are not included. You must settle these direct with the hotel before leaving.

Commercial Use

This cover is for people who use their vehicle for a combination of private and commercial use (examples of which include taxis, private hire vehicles, couriers and tradespeople). If your vehicle has a logo, signage or business information on it, you will require this cover.

What is covered

Your breakdown cover being available for up to 2 nominated vehicles being used for commercial purposes, for the level of cover you have purchased, i.e. Roadside Assistance, At Home, National Recovery & Onward Travel.

What is not covered

All things excluded under Roadside Assistance, At Home, National Recovery & Onward Travel (see 'What is not covered' on pages 14, 19 and 20).

General Terms & Conditions

General exclusions

1. AA membership 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 or accident;
 - 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(s) or tyre(s), 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**, that is the provision 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. **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;
 - i. **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;
 - j. **Locksmiths, tyre, glass or bodywork specialists costs**: that is the cost (including any call out charge) of any locksmith, glass or tyre specialist, should the AA consider this to be required. The AA will endeavour to arrange this help on Your behalf, however it will not pay for these specialist services and any contract for services provided will be between You and the relevant specialist. If, in the AA's 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;

- k. **Specialist lifting equipment:** The cost of any specialist lifting equipment (not normally carried by the AA mechanics), if required following an accident:
- l. **Transporting animals:** that is the transportation or arrangement of the transportation of any animal (other than 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 it's absolute discretion, agree to transport any animal, then this will be at Your own risk. It is Your responsibility to secure any animal being transported or to make alternative arrangements for its transportation;
- m. **Participating 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;
- n. **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.
- o. **Storage of your Vehicle:** If your Vehicle has to be stored for any reason (including if you don't collect it when we ask you to), we can charge you reasonable storage fees. Vehicles (including contents) are stored at your own risk and we're not responsible for any loss or damage while the vehicle is stored.
- p. **Locking Wheel Nut Key:** if you do not have the locking wheel nut key for your vehicle, we may be unable to assist you, or may need to charge an additional fee to remove the locking wheel nuts. Please check your vehicle manual for more information on how to locate your locking wheel nut key.
- q. **Tyre related breakdowns:** AA Patrols and agents are unable to permanently repair or provide new tyres at the roadside. For tyre-related issues where a spare tyre is not available, we will be able to offer a temporary repair, arrange for local recovery, or refer you to a tyre fitter.

Sale of Vehicle: If you don't pay pre-agreed fees or collect the Vehicle within 14 days of us asking you to, then we (or the garage) may sell or otherwise dispose of it (including any contents). In that case, we'll give you at least 30 days' further written notice of our intention to do so. If we're entitled to sell or dispose of the Vehicle, then we may do so in whatever manner we consider to be reasonably practical. If the proceeds from the sale or disposal exceed what you owe us, we'll pay you the excess after deducting reasonable storage charges and sale/disposal costs. If the proceeds don't cover what you owe us, then you must pay us those outstanding amounts (including reasonable storage charges and sale/disposal costs).

2. Accident Recovery

- a. The AA may provide (but not pay for) recovery following an accident. If so, you will be responsible for paying the AA's charges for this assistance.
- b. Where a recovery is arranged, If specialist equipment is required, you will be responsible for paying the cost of any equipment used.
- c. You must give the AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause.
- d. Please note that, following an accident, or otherwise, it is and remains Your responsibility to ensure that You properly comply with any requirements of Your motor insurer in making a claim under Your motor insurance policy.
- e. Where You do not request the services from us at the time of the incident and/or where You arrange for assistance and recovery services to be provided by another provider, we will make no contribution toward the cost of these (either to you or the provider).
- f. If following an accident, You require one of the Onward Travel (Stay Mobile) services (and You have Onward Travel (Stay Mobile)), the AA may, again, be prepared to arrange this for You but will not be responsible for any costs involved. You must pay, on request, any applicable charges. You must give the AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause.

General rights to refuse service

Please note: if a Member is refused service by the AA the Member has the right to an explanation in writing (see "If you need to complain" page 6 for Customer Solutions contact details).

3. The AA reserves the right to refuse to provide or arrange assistance where the service request is or relates to:
 - a. **Repeat Breakdowns within 28 days:** that is i.e. 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 etc 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 membership:** that is where You cannot produce a valid membership card (or appropriate receipt) and some other form of identification. If these cannot be produced, and AAIS unable to verify that the appropriate AA membership Breakdown Cover entitlement is held, AAIS reserves the right to refuse service;

However if You are unable to prove entitlement to service or You are aware that You do not hold entitlement to an AA service, the AA may, at its discretion, offer service on the immediate payment (by credit, debit or switch card) of the usual price of the relevant cover required, plus a supplementary premium for joining while already requiring assistance. The cost of this premium will be confirmed to you prior to the time of purchase;

The amounts paid will be fully refunded if it can be established that the relevant level of service entitlement was held at the time of the breakdown (For information, please see section 4 of the AA membership Breakdown Cover Arrangement and Administration Contract on page 28, for AAIS's fees in the event of refund);

Any services provided under Onward Travel (Stay Mobile) must be paid for in advance by You and will be fully refunded if it can be established that entitlement to Onward Travel (Stay Mobile) was held at the time of the breakdown. No refunds will be given if service entitlement cannot be proved, or simply because Your Vehicle cannot be fixed at the roadside;

- g. **Unreasonable behaviour:** where the AA, on reasonable grounds considers that You:
- (i) or anyone who is accompanying You, or who is receiving or is entitled to receive assistance in connection with your AA membership Breakdown Cover, 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:** i.e. 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 AA mechanic 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.

Emergency nature of breakdown service

7. AA mechanics 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 mechanics 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 AA membership Breakdown Cover

8. The Member has the right to cancel their AA membership Breakdown Cover within a 14 day 'cooling off period', commencing from the agreement of the contract (which is the renewal date for renewing Annual cover) or the receipt of the relevant membership documents, whichever happens later.

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

- a) if the Member joined already requiring assistance, the Member will receive a full refund of the total AA membership Breakdown Cover premium paid for joining but additional charges for assistance provided which was already required at the time the Member joined will not be refunded and, if not already paid, may be deducted from any refund of AA membership Breakdown Cover premium.
- b) if the Member did not join already requiring assistance, the Member will receive a full refund of the AA membership Breakdown Cover premium for joining, less the cancellation fee that Automobile Association Services Limited charges. Please see section 4 of the AA membership Breakdown Cover Arrangement and Administration Contract on page 24, for information on AAIS's fees in the event of cancellation.

You must not, in any event, make further use of the cancelled AA membership Breakdown Cover.

9. Outside of any relevant cooling off periods (on joining or renewal) the following will apply:

a) for Members with Annual Cover:

there will be no refunds for cancellation except when cancellation is requested by or on behalf of a Member because the membership ceases to be of benefit to the Member for one of the following reasons:

- 1) death of the Member or, where the membership is joint or family, death of any other nominated person on the membership;
- 2) you are or the Member is permanently unable to drive due to illness or injury (where the membership is Joint or Family, this will also apply to any other nominated persons on the membership).

Any refund will be on a pro rata basis.

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

If a member does not meet the above criteria, but finds themselves temporarily not in need of their AA membership Breakdown Cover, the Member may be entitled to suspend your cover, in which case they should refer to the suspension information provided below.

b) for those with Continuous Cover:

Members paying monthly or quarterly can cancel their cover at any time by giving a minimum of 30 days notice. No refunds will be considered upon cancellation and cancellation will take effect at the next payment date following the end of the notice period. Please note: Continuous Members must contact us on 0343 316 4444 in order to cancel their AA membership Breakdown Cover. If the Member only cancels their Direct Debit, this will not cancel the continuous cover and we may arrange to collect the payment from the credit card or debit card supplied for the initial payment, in order to ensure the Member remains covered. We will advise the Member in writing prior to this. Unless otherwise notified by the Member, we will then continue to collect payment using this method, but we will advise the Member in writing that monthly payments will continue in this manner.

Once you have called us, cancellation will take effect at the next payment date following the end of the notice period. Please note that Continuous Members are entitled to change their level of AA membership Breakdown Cover at any time, however if the Member asks for a service to be removed from the cover held then this will take effect at the next payment date and no part refund of premium will be due.

10. Suspension:

For Members with Annual Cover, if during the course of the Cover Period your circumstances change so that You temporarily do not require AA membership Breakdown Cover, you may suspend Your membership (suspension is not available for Onward Travel (Stay Mobile) no more than once in each Cover Period, for a period of at least 90 days but for no more than 5 years, if:

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

Suspension of Onward Travel (Stay Mobile) is not available. In the event that the Member requests, AAIS to suspend their AA membership any cover held for Roadside Assistance, At Home (Home Start) and National Recovery (Relay) will be suspended but your Onward Travel (Stay Mobile) cover will be cancelled. You will receive a pro rata refund of premium for the Onward Travel (Stay Mobile) cancellation.

AAIS reserves the right to require the production of appropriate evidence to prove the reason for suspension (and pro rata refund in respect of Onward Travel (Stay Mobile)).

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

11. The AA shall have the right to cancel Your AA membership Breakdown Cover, or choose not to accept a new application for AA membership Breakdown Cover for the same Member in the following circumstances:
- a) the AA has been entitled to refuse service on more than one occasion under sub-clause 3c or sub-clause 3d or on one or more occasions under sub-clause 3g (see pages 16-17) since the membership first began; or
 - b) the AA considers, in its reasonable opinion, and as a result of the Member's conduct, that there has been a breakdown in its relationship with the Member; or
 - c) AA membership Breakdown Cover was taken out where the AA was, or is, entitled to cancel an existing or previous cover under sub-clause a), b), e) and f) of this clause; or
 - d) The member has taken out another AA membership Breakdown Cover policy in the 6 month period prior to applying for the current AA membership Breakdown Cover;
 - d) the member has taken out another AA membership Breakdown Cover policy in the 6 month period prior to applying for the current AA membership Breakdown Cover;
 - e) excessive use of the service has occurred either through failure to seek permanent repair following any temporary repair effected by an AA employee, mechanic or agent or due to lack of routine vehicle maintenance or failure to maintain fuel or charge in Your Vehicle.
 - f) You or any other person accompanying You behave inappropriately to any representative of the AA by acting in an abusive manner via any communication medium or;
 - g) if the AA has in the previous 6 months chosen not to renew or has cancelled another AA membership Breakdown Cover policy taken out by the Member

If the AA decides to cancel Your AA membership Breakdown Cover under this clause 11 that membership will be cancelled with effect from the Member's receipt of the AA's written notification of cancellation. Notification will be deemed to have been received by the Member 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 Member electronically. Where the Member concerned has Annual cover, the AA shall give a pro rata refund (calculated on a daily basis) of the premium based on the unexpired cover at cancellation. For those with continuous cover, no refund of premium will be due to Members on monthly premiums. A pro rata refund of the quarterly premium based on the unexpired cover at cancellation will be due.

12. The AA shall also have the right to cancel a Continuous Cover Contract:
- a) immediately if any premium or other related charge is overdue, or;
 - b) at any time by giving at least 45 days expiring at the end of any membership Year to those Members paying monthly or quarterly: cancellation will take effect at the next payment date following the end of this notice period and no refund of premium will be due to Members on monthly continuous cover, however for those on quarterly continuous cover contracts a partial refund of unused premium may be due if cover is cancelled by the AA prior to the next repayment date.

Changes to your Recurring Payment Authority

13. If the Member pays under recurring payment authority and the Member's account and/or card details change, we will approach the Member's card provider/bank for, or receive from the Member's card provider/bank, updated details to help continue to provide the services requested. If the Member has agreed to pay for AA membership Breakdown Cover by continuous monthly premiums and a premium is overdue or missed, we may arrange to collect the payment from the credit card or debit card supplied for the initial payment, in order to ensure the Member remains covered. We will advise the Member in writing prior to this. Unless otherwise notified by the Member, we will then continue to collect payment using this method, but we will advise the Member in writing that monthly payments will continue in this manner.

Renewal and Review

14. The AA reserves the right and is entitled not to renew Annual cover or change Your premium or offer a different product:

(a) Annual Cover

If AA membership Breakdown Cover is annual, we will write to the Member, giving at least 2 weeks notice, to confirm whether the membership will be renewed and will provide details of any changes to the premium and the Terms and Conditions applicable to the membership for the next Cover Period. If the membership is due for renewal and is paid for under an existing Direct Debit or Continuous Credit Card authority, then unless we hear to the contrary or we have given You notice of non-renewal, Your AA membership Breakdown Cover will be automatically renewed at the end of each Cover Period that such authority remains in place. If a Member does not want to renew on this basis, they should notify the AA before the renewal date. (Where notification not to renew is received near to the renewal date e.g. within 7 days, it may not be possible to prevent payment under a Direct Debit or Continuous Credit Card authority from being collected although this will be repaid if cover has not been renewed). For information, this should be done by contacting AAIS on 0330 053 0475, see section 3 of the AA membership Breakdown Cover Arrangement and Administration Contract on page 23. Please note that Continuous Cover does not renew: see clause 14 b) below.

(b) Continuous Cover

Provided the applicable premium has been paid, a Continuous membership will continue until it is cancelled by the Member in accordance with the provisions set out in clause 9b, or by Us in accordance with the provisions set out in clauses 11 or 12 on page 19. However, we may review the premium and other Terms and Conditions of a continuous membership in accordance with clause 15 below.

(c) Business Use

If You hold Vehicle membership in relation to a vehicle which is used as a taxi or any vehicle used to carry goods for reward including haulage, the provision of courier services, or parcel delivery, then without prejudice to the generality of clause 14 above we reserve the right to review Your membership and to cancel your AA membership Breakdown Cover by providing written notice of at least 45 days and to offer an alternative policy more suited to Your needs.

Changes to Terms & Conditions

15. a) Annual cover: 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 Cover Period, 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.
- b) Continuous cover: the AA is entitled to make changes to any of these Terms & Conditions (and to the premium payable) at any time during the Cover Period, but will always give You at least 45 days prior notice of any such change(s) In the event that within 15 days of such notice You cancel Your AA membership Breakdown Cover, You will be entitled to a pro-rata refund for any unused period of Cover for which a premium has been paid.

Changes to your Personal Details

16. 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, or by contacting AAIS on 0343 316 4444 or in writing to AAIS at: **Member Administration, The AA, 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 to 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

17. 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, roads that are not reasonably accessible to 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

18. 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

19. 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.
20. None of the Terms & Conditions, or benefits, of AA membership Breakdown Cover are enforceable by anyone else other than the Member. 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

21. 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

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

Fraudulent Applications

23. 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; and
- pass details to the Police and fraud prevention agencies; or
- Refuse to honour your application if any way fraudulent, false or exaggerated and recover from You any costs that have been incurred.

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

AA membership Breakdown Cover Arrangement and Administration Contract – Your Contract with AAIS

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

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

1. Who regulates AAIS?

AAIS is authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority are 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 Conduct Authority’s register by visiting their website 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 Roadside Assistance, At Home (Home Start) and National Recovery (Relay), Acromas Insurance Company Limited which underwrites Onward Travel (Stay Mobile). AAIS acts as an agent of these underwriters, when accepting or refunding premiums and when handling any claim monies. These are the only underwriters of breakdown assistance available through AAIS. AAIS may renew your cover to a different underwriter or notify you of a future change if the underwriter of AA products has changed for new policies for any reason.

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

3. What services does AAIS provide?

AAIS provides the following services to you:

- Providing information about breakdown cover on offer: AAIS will provide you with information on the breakdown cover available from the insurer(s) under AA membership Breakdown Cover and will ask you some questions to help narrow down the level and type of that breakdown cover of interest to you. You will not receive advice or any recommendation on which level or type of breakdown cover to buy and you will need to make your own choice on which level and type of breakdown cover you require.
- Arranging breakdown cover. Once you decide what cover you require, AAIS will arrange this for you with the insurer(s), dealing with payment and issuing the relevant membership documentation and card(s).
- Administering breakdown cover: After arranging breakdown cover AAIS will administer it on your behalf, including supplying replacement membership documentation and card(s), keeping your membership records up to date, dealing with enquiries; changes to payment methods, renewals (including Autorenewal) of Cover and cancellations (including refunds of premium on behalf of the insurer(s)). If the Member has agreed to pay for Cover by continuous monthly premiums and a premium is overdue or missed, AAIS may arrange to collect the payment from the credit card or debit card supplied for the initial payment, in order to ensure the Member remains covered. We will advise the Member in writing before doing this. Unless otherwise notified by the Member, we will then continue to collect payment using this method, but will advise the Member in writing that we are doing this.
- Making changes to breakdown cover: If during your membership you wish to change the type or level of cover AAIS will provide you with information to help you make your choice and will arrange any changes with the insurer(s), including dealing with any additional payments and issue any relevant membership documentation and card(s).
- If, during the currency of your AA membership, the relevant insurer wishes to alter the Terms & Conditions of AA membership Breakdown Cover, AAIS will provide you with the relevant information. AAIS will, for compliance purposes, keep a copy of the policy that was issued to you. Communication by AAIS concerning any policy issued will be in English.

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. AAIS handles Onward Travel (Stay Mobile) claims on behalf of Acromas Insurance Company. Acromas Insurance Company calculates the profit made on Onward Travel (Stay Mobile). If Acromas Insurance Company achieves a level of profit above an agreed amount they pay AAIS a percentage commission of the total premium. The percentage is adjusted periodically, up or down, so that Acromas Insurance Company achieves the agreed level of profit.

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. These fees and when they are payable, will be advised in the contract, in the accompanying letter or separately in writing. AAIS's fees will be identified separately from the AA membership 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 you cancel in the circumstances set out in Clause 3f on page 16
- b) If you cancel in the circumstances set out in Clause 8a on page 17
- c) If you cancel in circumstances set out in clause 8b on page 21 AAIS will refund its fees but may charge a cancellation fee of £20

AAIS will also tell you about any other charges relating to Your AA membership including that AAIS may charge you a fee for a replacement card and for written notification of VAT status.

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

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

5. Changes to Terms & Conditions

Annual cover: 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 Cover Period, 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.

Continuous Cover: AAIS is entitled to make changes to any of these Terms & Conditions (and to the fees payable) during a Continuous Cover contract, but will always give Members paying monthly or quarterly at least 45 days prior notice of any such change(s).

6. Matters outside AAIS's reasonable control

AAIS shall not be liable for service failures where it is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside AAIS's reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle, roads that are not reasonably accessible by the AA, 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 and Conditions, or benefits, of this Contract are enforceable by anyone else other than the Member. 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

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

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

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

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

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

There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 123 9 123
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk
Post: The Financial Ombudsman Service
Exchange Tower
London E14 9SR

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

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

12. Use of headings

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

AA – Roadside Assistance – Privacy Notice

Use of your personal data

This short form privacy notice provides a summary of how your personal data is used by the AA Group. 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). For full details please visit our privacy notice at theAA.com/privacy-notice-breakdown-services

The privacy notice sets out full details about how we use your information and include the contact details of the Data Protection Officer. We may update those privacy notices from time to time.

Personal data we hold, use and the reasons for processing

We collect and use your personal data to provide you with Roadside assistance, subject to your preferences for direct marketing purposes, to develop new products and services and to review and improve current products and services, to comply with legal and regulatory obligations and requirements, helping us improve products or services, improve the operating of our businesses, to share information with business partners in order to provide our products and services or operating our business, and to enable other group companies to perform any of the above purposes. These uses are generally needed to provide the services to you and for our legitimate interest.

Disclosures and Transfers

We share your information within the AA Group companies, and our suppliers and business partners, as well as government organisations where required for the reasons described above. We may share your data with credit reference agencies to perform soft credit checks to provide you with a personalised price.

There might be instances where we rely on third parties, such as service providers that are based outside UK or EEA, to support our businesses and the Roadside assistance products. Where there is access to data from international locations we have appropriate contractual safeguards in place.

Your rights

Below 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.

You have the right to be informed about the processing of your personal information; to have your personal information corrected; to object to processing; to request restriction of processing; to have your personal information erased; to request access to your personal information and how we process it; 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.

For full details on how we use your information, please see the full privacy notice using the link above.

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: Level 3, Plant, Basing View, Basingstoke, Hampshire, RG21 4HG. Registered in England and Wales Number: 01878835.

Acromas Insurance Company Limited 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). Acromas Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar. Acromas Insurance Company Limited is a member of the Association of British Insurers.

Automobile Association Insurance Services Limited is an insurance intermediary authorised and regulated by the Financial Conduct Authority. Registered office: Level 3, Plant, Basing View, Basingstoke, Hampshire, RG21 4HG. England and Wales. Company registration number 2414212.

USEFUL CONTACT INFORMATION

For Breakdown Assistance in the UK:	03330 046 046
To renew Your membership:	0330 053 0475
To purchase European Breakdown Cover:	0330 053 1251
Enquiries or policy changes: Update Your details:	0343 316 4444 www.theAA.com/changes
For Breakdown Assistance in the Republic of Ireland: (under discretionary/reciprocal arrangements)	00800 88 77 66
For help and advice following a road traffic accident you can call AA Accident Assist on:	0330 053 0054

SMS text messaging is available for use by deaf, hard of hearing or speech impaired Members 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