

# **AA Local Driver Membership**

Terms & Conditions Booklet

AA Local Driver Breakdown Cover Policy  
and Arrangement & Administration Contract

March 2018

**Important information: Please read and retain**



Version\_0318

# Welcome to the AA

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Welcome to the AA and thank you for choosing AA Local Driver 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 the 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 Local Driver Membership:

- 1 – AA Local Driver Breakdown Cover policy; and
- 2 – AA Local Driver 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 note that whilst most of the Terms & Conditions relating to Local Driver Breakdown Cover apply to all Local Driver Members, there are some variations depending on whether you hold Vehicle or Personal Cover and whether you have purchased Stay Mobile. Please be aware of the type of Membership you hold. Your type of Membership will be detailed in the accompanying letter or advised to you in writing separately.

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

Please also be aware this Membership provides breakdown assistance at or within 20 miles of your home address only. Relay cannot be purchased as an upgrade to this cover. If you require service more than 20 miles from home, or would like to add Relay, then you are required to purchase standard AA Membership. If you require further information or would like to purchase this cover, please call 0343 316 4444.

AA Local Driver Membership can involve you contracting with two insurers for your breakdown cover: Local Driver Breakdown Assistance is provided by Automobile Association Developments Limited (trading as AA Breakdown Services) and Stay Mobile (also known as Onward Travel) is underwritten by Acromas Insurance Company Limited (AICL). The Terms & Conditions of Your AA Local Driver Breakdown Cover are set out in the 'AA Local Driver Breakdown Cover Policy' part of this booklet.

AA Local Driver Membership also involves entering into a separate contract between you and us (Automobile Association Insurance Services Limited) under which we agree to arrange and administer your AA Local Driver Breakdown Cover (see the 'AA Local Driver Breakdown Cover Arrangement and Administration Contract' part of this booklet). You will be advised in advance of any fees payable for our services. 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 Local Driver Membership.

## **Demands and Needs**

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Our Local Driver policy enables you to choose from 2 cover levels designed to meet your demands and needs. Your Membership Statement 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.

<b>Cover Level</b>	<b>Customer Needs</b>
Roadside	Customers who need assistance, in the event they breakdown within 20 miles of their home address and, if we are unable to repair the vehicle, recovery to a local repairer
Stay Mobile (Onward Travel)	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

# Contents

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## **Part 1: AA LOCAL DRIVER BREAKDOWN COVER POLICY – YOUR CONTRACT WITH THE INSURER(S):**

<b>Policy Summary</b> .....	6
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### **Your AA Local Driver Breakdown Cover Policy in full**

If you require Breakdown Assistance.....	8
Where cover is available.....	8
If you need to complain.....	9
Definition of words and phrases used in this Policy.....	10

### **About AA Local Driver Breakdown Cover**

Types of cover.....	11
Duration of cover.....	11
Vehicle specifications.....	11
Additional vehicle specifications/restrictions applying to Vehicle	
Local Driver Breakdown Cover only.....	11
Transportation of Animals.....	11

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

Local Driver Breakdown Assistance.....	12
Stay Mobile (Onward Travel).....	13

### **General Terms & Conditions**

General exclusions.....	15
General rights to refuse service.....	16
Additional services.....	17
Use of agents.....	17
Requests for assistance.....	17
Emergency nature of breakdown service.....	17
Cancellation of Local Driver Breakdown Cover.....	17
Changes to your Continuous Payment details.....	18
Renewal and Annual Review.....	18
Changes to Terms & Conditions.....	18
Changes to your Personal Details.....	18
Matters outside the AA’s reasonable control.....	19
Exclusions of liability for loss of profit etc.....	19
Enforcement of Terms & Conditions.....	19
Use of headings.....	19
Interpretation: use of English law & language.....	19

## **Part 2: AA LOCAL DRIVER BREAKDOWN COVER ARRANGEMENT AND ADMINISTRATION CONTRACT – YOUR CONTRACT WITH AAIS:**

Who regulates AAIS?.....	21
Which companies does AAIS deal with?.....	21
What services does AAIS provide?.....	21

What will you have to pay for services provided by AAIS?.....	21
Changes to Terms & Conditions.....	22
Matters outside AAIS's reasonable control.....	22
Exclusion of liability for loss of profit etc.....	22
Third parties.....	22
Interpretation: use of English law & language.....	22
What to do if you have a complaint?.....	22
Is AAIS covered by the Financial Services Compensation Scheme (FSCS)?.....	23
Use of headings.....	23
<b>USE OF YOUR PERSONAL DATA.....</b>	<b>24</b>
<b>COMPANY DETAILS.....</b>	<b>31</b>

Part 1. AA Local Driver Breakdown Cover Policy  
– Your contract with the insurer(s)

# AA LOCAL DRIVER BREAKDOWN COVER POLICY SUMMARY

**keyfacts**<sup>®</sup>

## AA Local Driver Breakdown Cover Policy Summary

This policy summary provides you with basic details of your AA Local Driver Breakdown Cover. It also provides basic details of Stay Mobile, if purchased and therefore applicable to your Cover. Please check the Local Driver Membership letter provided to you or with your sales advisor for details of the level of cover you hold or are intending to purchase. Please note this is not a statement of the full Terms & Conditions, which can be found further on in this booklet.

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

- Local Driver Breakdown Cover is provided by Automobile Association Developments Limited (trading as AA Breakdown Services).
- Stay Mobile is underwritten by Acromas Insurance Company Limited (AICL).

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

#### ■ Personal Local Driver Cover is available as:

- Single – covers you as driver or passenger in any eligible vehicle
- Joint – covers you and one other person living at the same address as driver or passenger

#### ■ Vehicle – covers your vehicle no matter who is driving

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

Service	Benefits
<b>AA Local Driver Breakdown Assistance</b>	<ul style="list-style-type: none"><li>■ Assistance at home and at the roadside, providing the breakdown is at or within 20 miles of the Member's home address.</li><li>■ Tow to the AA's choice of relevant local repairer or a local destination of Your choice, provided it is no further, for you, your vehicle and up to 7 passengers, if the AA is unable to fix your vehicle at the roadside or Your home.</li></ul>
<b>Stay Mobile</b>	<ul style="list-style-type: none"><li>■ Choice of onward travel options if the AA is unable to fix your car at the roadside or arrange a prompt local repair;</li><li>■ Options include:<ul style="list-style-type: none"><li>- replacement car hire for up to 72 consecutive hours (a collection and delivery service may be available from the car suppliers),</li><li>- public transport costs or overnight accommodation.</li></ul></li></ul>

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

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

**Where cover is available** (see page 8);

- Service is only available within the UK providing the breakdown is at or within 20 miles of the Member's home address.

**Vehicle specifications** (see page 11);

- Service is only available to Members travelling in a car, van, minibus or motorcycle (including quads and trikes) which complies with the stated maximum weight restriction of 3.5 tonnes and maximum width restriction of 7ft 6in (2.3m) which constitutes the overall width of the vehicle bodywork excluding mirrors, measured at the widest points
- Vehicle cover is only available for the vehicle that is registered with the AA at the time assistance is requested.

**Replacement vehicle** (see page 13);

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

**Stay Mobile claims** (see page 13);

- Stay Mobile is limited to three claims in any one Membership Year.

**General Terms and Conditions** (see pages 15-19);

- Assistance is not available following a breakdown or accident attended by the police or other emergency service, until the vehicle's removal is authorised. If the police insist on recovery by a third party, the cost must be met by you.

- No recovery (including a local tow) is available following an accident;
- Transport of any animal is discretionary, and horses and livestock will not be recovered;
- The following are excluded:
  - The cost of spare parts and fuel (unless these are carried by the attending AA Mechanic or 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 costs £5 or less),
  - oil,
  - keys, or
  - 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;
- Service will not be provided where the fault has been identified by the AA for a breakdown of the same Vehicle within the preceding 28 days;
- The Member must be with the vehicle at the times of breakdown and assistance. A valid Membership card and some other form of identification must be produced.
- Service will be refused and may be cancelled if anyone behaves in an abusive or threatening manner, or if the AA is owed money.

Replacement car (see page 13):

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

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

The duration of your AA Local Driver Breakdown Cover is 12 months.

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

You have the right to cancel your Local Driver Breakdown Cover within a 14 day 'cooling off period', commencing from the receipt of your Local Driver Breakdown Cover documents. Members cancelling within the cooling off period will receive a full refund less the cancellation charge made by Automobile Association Insurance Services Limited. Subject to any other statutory rights you may have, there will be no refunds following the cooling off period.

Full details of your cancellation rights can be found on page 17 of this booklet.

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

If you require breakdown assistance in the UK, please call 0800 887 766. You will need to provide your Membership number, and details of your circumstances. Please be prepared to show your Local Driver Cover Membership card.

### **8. What if I need to make a complaint?**

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

There are several ways you can contact us:

Phone: 0344 209 0556  
0161 333 5910  
Email: customersupport@theAA.com  
Post: Member Relations  
The Automobile Association  
Lambert House, Stockport Road  
Cheadle, Cheshire SK8 2DY  
Fax: 0161 488 7544

Text Phone users can contact us using Next Generation Texting by prefixing any of our numbers with 18001. We will either acknowledge your complaint within 5 working days of receipt, or offer you our final response if we have concluded our investigations within this period. Full details on the complaints process can be found on page 9.

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

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

# Your AA Local Driver Breakdown Cover Policy in full

## If you require Breakdown Assistance

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### Where cover is available:

Breakdown cover detailed in this Policy only applies when you are travelling in a vehicle which first becomes stranded in the United Kingdom. Local Driver Breakdown Cover is not available for Members resident in the Channel Islands or Isle of Man.

### How to contact the AA:

If you have broken down and require assistance, please contact the AA on **0800 887 766**. It is important that you contact the AA because if you contact a garage direct you will have to settle the bill and the AA will not be obliged to reimburse you.

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

If you have access to breakdown assistance under Personal Local Driver Breakdown Cover please always carry your Local Driver Membership card with you (this is also applicable to Joint Members). For Vehicle Local Driver Breakdown Cover, the AA recommends that your card is kept in the registered vehicle as the driver will require the card to access service. Please note that the AA is entitled to assume that anyone driving or travelling in the registered vehicle is authorised by the Member to request assistance for that vehicle.

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

If a valid Local Driver 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.

Please also note that you should advise the AA immediately of any changes to name or address. Please refer to General Terms & Conditions, clause 15, page 19.

### If you don't hold any breakdown assistance with the AA or don't hold the relevant cover:

#### If you are not broken down:

If you require other AA breakdown products, for example, to get access to breakdown assistance more than 20 miles from home, or to purchase Relay, then you will need to purchase AA Membership.

#### If you are broken down:

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 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.

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

Subject to any statutory rights you may have as a consumer, if the AA provides breakdown assistance services under your AA Local Driver Breakdown Cover, at your request or at the request of someone who the AA believes is entitled to request assistance under your Local Driver Breakdown Cover, and subsequently it becomes apparent that you have not paid for your Local Driver 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

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

There are several ways you can contact us:

Phone: 0344 209 0556  
0161 333 5910

Email: customersupport@theAA.com

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

Fax: 0161 488 7544

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

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

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

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 9SR

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

Local Driver Cover Breakdown Assistance is provided by Automobile Association Developments Limited (trading as AA Breakdown Services) and this company does not fall within the FSCS.

Stay Mobile (Onward Travel), which is underwritten by Acromas Insurance Company Limited (AICL), is covered by the FSCS. If you have purchased Stay Mobile, you may be entitled to compensation from the scheme if AICL cannot meet its obligations in relation to that cover. This depends on the type of business and the circumstances of the claim. General insurance underwritten by a regulated insurer such as AICL 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](http://www.fscs.org.uk), or telephone 0800 678 1100 or 0207 741 4100.

## Definition of words and phrases used in this Policy

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

**'AA'** means the insurer of the breakdown cover, which is Automobile Association Developments Limited (trading as AA Breakdown Services) for Local Driver Breakdown Cover and Acromas Insurance Company Limited for Stay Mobile or either or both of those insurer(s), as the context requires or allows.

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

**'Breakdown'** means an event:

- a) which causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily brings the vehicle to a halt on a journey because of some malfunction of the vehicle or failure of it to function; and
- b) after which the journey cannot reasonably be commenced or continued in the relevant vehicle;

provided always that any part or other failure shall not be considered to be a breakdown unless it results in the vehicle not working as a whole.

**'Member'** means:

- **For Personal Local Driver Breakdown Cover**, the person to whom the Local Driver Cover documentation is addressed and who has purchased or been given Local Driver Cover; and
- **For Vehicle Local Driver Breakdown Cover**, the person to whom the Local Driver Breakdown Cover documentation is addressed, who has purchased or been given Local Driver Breakdown Cover and whose address is recorded with the AA as the home address of the vehicle registered under the relevant Vehicle Local Driver Breakdown Cover.

**Please note:** Any contract for Breakdown Cover is between the Member and the AA and not, in the case of Personal Local Driver Breakdown Cover, between the AA and any other person nominated as a Joint Member nor, in the case of Vehicle Local Driver Breakdown Cover, between the AA and any driver entitled to assistance as a result of the Member's Vehicle Local Driver Breakdown Cover.

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

**'Membership Year(s)'** means the period(s) of 12 months commencing from the start of the Local Driver Cover.

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

- **For Personal Local Driver Breakdown Cover**, the Member and/or, if the context requires, any Joint Member who has been nominated by the Member; and
- **For Vehicle Local Driver Breakdown Cover**, the Member and, if the context requires, any person who is travelling in, and who requests assistance for, a vehicle which is registered under Vehicle Cover with the AA

**'Your Vehicle'** means:

- **For Personal Local Driver Breakdown Cover**, the vehicle in which the Personal Member or any Joint Member is travelling in at the time of the relevant breakdown or accident; and
- **For Vehicle Local Driver Breakdown Cover**, 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 11.

## About AA Local Driver Breakdown Cover

### Types of cover

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**Local Driver Breakdown Cover** is available as either Vehicle or Personal Cover. If you select Personal Cover then you will also need to choose whether that Cover is Single or Joint

**Personal Local Driver Breakdown Cover is available as either:**

- **Single Local Driver Breakdown Cover:** Covers the Member, as driver or passenger, in any vehicle (within the limits specified below); or
- **Joint Local Driver Breakdown Cover:** Gives one other nominated person living at the Member's Home Address access to the Member's cover This includes any student or member of the armed forces who normally lives personally at the Home Address but is temporarily living away; or

**Vehicle Local Driver Breakdown Cover** covers Your Vehicle regardless of who is driving (provided the vehicle is within the limits specified below).

### Duration of cover

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Personal and Vehicle Local Driver Breakdown Cover are available on an annual basis.

- Cover is for 12 months and must be paid for annually in a lump sum. If you pay for Annual cover under a recurring payment authority, for example by Direct Debit, your cover will automatically be renewed at the end of the Membership Year. You will always be advised of this in advance and have the opportunity to cancel your Local Driver Cover; please refer to page 17 for further details on cancellation.

### Vehicle specifications

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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.

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

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

For the avoidance of doubt, we do cover electric cars, vans, minibuses and motorcycles.

### Additional vehicle specifications/restrictions applying to Vehicle Local Driver Breakdown Cover only

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In addition to the general vehicle specifications set out above, the following terms apply to Vehicle Local Driver Breakdown Cover (Please note: these are not applicable to Personal Local Driver Breakdown Cover):

- a) AA breakdown assistance is only available under Vehicle Local Driver Cover for a vehicle which has been registered with the AA at the time assistance is requested; and
- b) Must be a UK Vehicle which is registered with the DVLA
- c) It is possible to change the vehicle registered under Vehicle Local Breakdown Driver Cover during the Membership Year. Please note however that 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 Membership Year. The AA are unable to complete more than 3 vehicle changes requested within the Membership Year.

### Transportation of Animals

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Please note that horses or livestock will not be recovered and the recovery of any animal is generally at the AA's discretion. See under General Terms & Conditions, clause 1m, page 15.

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

## Local Driver Breakdown Assistance

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

### What is covered:

- Assistance is available if Your Vehicle is stranded at home, or on the highway at or within 20 miles of the Member's Home Address following a breakdown or accident;
- If, following a breakdown, a Mechanic or 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 (in the case of an electric Vehicle which has run out of charge, this will be to the nearest charge point, this may not be a rapid charge point in the direction You are travelling) or to a local destination of Your choice, provided it is no further;
- The AA will make a telephone call at Your request following a breakdown.

Please note that any contract for repair, other than repairs carried out by the AA or its agent at the roadside under Your AA Local Driver Breakdown Cover, is between the person requesting the repair and the repairer - it is not the AA's responsibility to instruct the repairer to undertake any work required or to pay them for it.

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

- Accident Response is available if you and your vehicle are stranded at the roadside following an accident:
  - Support and advice from specially trained staff who can provide a preliminary view of liability and options on the next course of action available to You
  - Where roadside repair is not possible, we may agree to provide (but not pay for) recovery of your vehicle following an accident subject to the general terms and conditions detailed in Clause 2 page 16

### What is not covered:

- Assistance for breakdowns or accidents over 20 miles from the Member's Home Address. Please see section entitled 'If you don't hold any breakdown assistance with the AA or don't hold relevant cover' on page 8;
- The following are excluded:
  - The cost of spare parts and fuel (unless these are carried by the attending AA Mechanic or 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 costs £5 or less),
  - oil,
  - keys, or
  - 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;
- The cost of any labour, other than that provided by the AA or its agents under your AA Local Driver Breakdown Cover at the scene of the breakdown or accident;
- Any additional transport or other costs that You might incur or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany Your Vehicle while it is being recovered;
- Routine maintenance and running repairs e.g. radios, interior light bulbs, heated rear windows;
- Any recovery or tow following an accident (see General Terms & Conditions, clause 2, page 16);
- 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;

- The cost of a recovery following an accident (see page 16 clause 2)
- The cost of any specialist lifting equipment (not normally carried by AA mechanics) if required following an accident
- A second or subsequent recovery, after Your Vehicle has been recovered following a breakdown;
- All things excluded under General Terms & Conditions (see pages 15-19).

## Stay Mobile (Onward Travel)

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Underwritten by Acromas Insurance Company Limited (AICL).

### What is covered:

- Stay Mobile is only available where cover has been purchased at least 24 hours before the relevant breakdown occurred;
- Stay Mobile is available if Your Vehicle is immobilised following a breakdown which the AA has attended under Roadside Assistance or Home Start and where the AA cannot arrange a prompt local repair;
- Members with Stay Mobile may choose from one of the following:  
a replacement car,  
overnight accommodation,  
public transport costs.

### What is not covered:

- Stay Mobile cannot be provided retrospectively;
- Stay Mobile is not available following an accident or self induced fault (see General Terms & Conditions, clause 2, page 16);
- Stay Mobile is limited to 3 claims in any one Membership Year.

## Stay Mobile benefit options:

### A: Replacement car

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

### What is not covered:

- Other charges arising from Your use of the hire car, such as (without limitation) fuel costs (including those resulting from collection and/or delivery of the hire vehicle) any insurance excess charges, and charges arising if You keep the car for more than 72 hours;
- Replacement cars 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 guarantee a like for like replacement for Your Vehicle. This includes being unable to provide a replacement hybrid or electric vehicle.

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

- Production of a full driving licence valid at the time of issue of the hire car, and in the case of a photocard licence it must be accompanied by the paper counterpart;
- Limits on acceptable endorsements;
- Production of a valid credit card (alternatively the supplier will require a deposit of not less than £50 and may also undertake a simple credit check before releasing the car to you);
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months. Provision of a replacement car may be subject to the use of the drivers own insurance, where available, for the duration of the hire period;
- A minimum insurance excess of £500, in the case of damage to or theft of the hire car;
- Limitations on the availability and/or engine capacity of the replacement car – under this policy drivers aged at 18-21 years are restricted to a hatchback type vehicle up to 1,200cc;
- If the AA's chosen supplier refuses hire for any reason, the member has a pay and claim option which must be authorised by the Stay Mobile team, along with the price prior to being arranged by the Member. Claims should be made in writing and sent together with proof of purchases and receipts to: The AA, Stay Mobile Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA.

**OR**

### **B: Public transport costs**

The AA will reimburse public transport costs incurred by the driver and up to a maximum of seven passengers (see General Terms & Conditions clause 1g, page 15) in travelling to a single UK mainland destination; (costs must be agreed at the time of breakdown by the Stay Mobile team). Claims should be made in writing and sent together with proofs of purchases and receipts to: The AA, Stay Mobile Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA.

**OR**

### **C: Overnight accommodation**

The AA will arrange and pay directly for one night's bed and breakfast on the day of the breakdown at a hotel of its choice for the driver and up to a maximum of seven passengers (see General Terms & Conditions clause 1g, page 15).

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

# General Terms & Conditions

## General exclusions

1. AA Local Driver Breakdown Cover does not provide for:
  - a. **Vehicle servicing or re-assembly**  
for example, where this is required as a result of neglect or unsuccessful work on the vehicle (including, but not limited to, DIY vehicle maintenance), other than that on the part of the AA or its agents;
  - b. **Garage labour costs**  
the cost of garage or other labour required to repair Your Vehicle, other than that provided by the AA or its agents at the scene of the breakdown or accident;
  - c. **Fuel draining**  
any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. In the event of the introduction of an inappropriate substance which results in the need to drain or remove fuel, lubricants or other fluids, the only recovery the AA will make available to you will be to arrange for your vehicle, the driver and up to 7 passengers to be taken to the AA's choice of relevant local repairer or another location of your choice, provided it is no further, but you will have to pay for any work required;
  - d. **Failure to carry a serviceable spare**  
any additional charges resulting from Your failure to carry a legal and serviceable spare wheel or tyre, except where this is not provided as manufacturers standard equipment. The AA will endeavour to arrange on your behalf, but will not pay for, assistance from a third party;
  - e. **Having Your Vehicle stored or guarded in Your absence;**
  - f. **Vehicles on private property**  
the provision of service when Your Vehicle is on private property e.g. garage premises, unless You can establish that You have the permission of the owner or occupier;
  - g. **Excess passengers**  
the provision of service to or for any persons in excess of the number of seats fitted in the vehicle at the time of breakdown, or to anyone who was not travelling in the relevant vehicle at the time of the breakdown. If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation;
  - h. **Ferry toll charges etc**  
any ferry, toll or congestion charges incurred in connection with Your Vehicle as a result of it being recovered;
  - i. **Recovering vehicles from trade or auction**  
the recovery of any vehicles bearing trade plates or which the AA has reason to believe have just been imported or purchased at auction;
  - j. **Transporting from trade premises**  
the transportation of immobilised vehicles where the AA considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;
  - k. **Locksmiths, tyre or glass specialists' costs**  
the cost (including any call out charge) of any locksmith, tyre or glass 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 opinion, mobilise the vehicle, no further service will be available for the breakdown in question;
  - l. **Specialist lifting equipment**  
the cost of any specialist lifting equipment (not normally carried by AA Mechanics), including but not limited to:
    - a) occasions where the Member has driven off-road or on clearly sign posted closed roads; and
    - b) any occasions following an accident;
  - m. **Transporting animals**  
the transportation or arrangement of the transportation of any animal (guide dogs or hearing dogs to be transported together with their owner, where the AA will provide transportation 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**

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.

**Recovery following an accident**

2. Where a roadside repair is not possible, 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. Where a claim is being made, we can look to recover these charges from your insurer. If you are not at fault for the incident, we reserve the right to reclaim our recovery cost provided under this policy from the insurer of a known third party driver, who was at fault for the incident.

If specialist equipment is required, you will be responsible for paying the cost of any equipment used. You must give the AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause. Please note that, following an accident, or otherwise, it is and remains Your responsibility to ensure that You properly comply with any requirements of Your motor insurer in making a claim under Your motor insurance policy.

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).

Please note that, following an accident, or otherwise, it is and remains Your responsibility to ensure that You properly comply with any requirements of Your motor insurer in making a claim under Your motor insurance policy.

## **General rights to refuse service**

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Please note: if a Member is refused service by the AA the Member has the right to an explanation in writing (see "If you need to complain" page 9 for Member Relations contact details).

3. The AA reserves the right to refuse to provide or arrange breakdown assistance where the service request is for, or relates to:
- a. **Repeat breakdowns within 28 days**  
where service is requested to deal with the same or similar cause of breakdown to that which the AA attended within the preceding 28 days. It is Your responsibility to make sure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. Nothing in this provision shall affect any rights You may have in relation to any negligence or breach of contract or breach of any other legal duty on the part of the AA or its agents.
  - b. **Unattended vehicles**  
where You are not with Your Vehicle at the time of the breakdown and You are unable to be present at the time assistance arrives.
  - c. **Unsafe, unroadworthy, unlawful etc vehicles**  
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**  
where, other than solely as a result of a failure on the part of the AA, the giving of service would involve a breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of the AA's health and safety duties).
  - e. **Delay in reporting**  
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**  
where you cannot produce a valid Local Driver Membership card (or appropriate receipt) and some other form of identification. If these cannot be produced, and the AA is unable to verify that the appropriate Local Driver Breakdown Cover entitlement is held, the AA reserves the right to refuse service.  
However if You are unable to prove entitlement to service or You are aware that You do not hold entitlement to an AA service, the AA may, at its discretion, offer service on the immediate payment (by credit, debit or switch card) of the price for the relevant product required, plus a



supplementary premium for joining while already requiring assistance.

The cost of this will be confirmed to You at the time of purchase.

The amount 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 Local Driver Breakdown Cover Arrangement and Administration Contract on page 21, for AAIS's fees in the event of refund). Without prejudice to Your statutory rights, no refunds will be given if Local Driver Breakdown Cover entitlement cannot be proved, or simply because Your Vehicle cannot be fixed at the roadside.

**9. Unreasonable behaviour**

where the AA reasonably considers that You:

- (i) or anyone accompanying You, or who is receiving or is entitled to receive assistance in connection with Your AA Local Driver 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.

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## **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.

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## **Use of agents**

5. Service from dedicated AA Mechanics 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.

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## **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.

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## **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, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned.

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## **Cancellation of Local Driver Breakdown Cover**

8. (a) The Member has the right to cancel their Local Driver Breakdown Cover within a 14 day 'cooling off period', commencing either from the agreement of the contract (which is the renewal date for renewing Annual Local Driver Breakdown Cover) or the receipt of the relevant Local Driver Membership documents, which ever happens later.
- (b) Members cancelling within the cooling off period will receive a full refund of the Local Driver Breakdown Cover premium less the cancellation fee that Automobile Association Insurance Services Limited charges. Please see section 4 of the AA Local Driver Breakdown Cover Arrangement and Administration Contract on page 21, for information on AAIS's fees in the event of cancellation. You must not, in any event, make further use of the cancelled Local Driver Breakdown Cover. Please note that there will be no separate or additional cooling off period(s) during the Membership Year, regardless of any changes that are made to the Local Driver Breakdown Cover.
9. Outside of any relevant cooling off period (on joining or renewal) for Members with Annual cover: the Member may cancel their AA Local Driver Breakdown Cover, however subject to any other statutory rights the Member may have, there will be no right to a refund of the AA Local Driver Breakdown Cover premium for the remainder of that Membership year.
10. The AA shall have the right to cancel any Local Driver Breakdown Cover Policy in the following circumstances. If the AA decides to cancel Your Membership You will be notified in writing and Your Membership will be cancelled with immediate effect:
- a) the AA has been entitled to refuse service on more than one occasion under sub-clause 3 c-d and on more than one occasion under sub-clause 3g (see pages 16-17) since your Membership first began;

- 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) Local Driver Breakdown Cover was taken out where the AA was, or is, entitled to cancel an existing or previous Local Driver Breakdown Cover under sub-clause a) or b) of this clause;
- d) 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.

No refund of premium shall be due to the Member following a cancellation under sub-clause a). In the event that the AA cancels AA Local Driver Breakdown Cover in accordance with sub-clause b), c) or d) where the Member concerned has Annual Cover, the AA shall give a pro rata refund of the premium based on the unexpired cover at cancellation provided always that no service has been given (if service has been given no refund shall be due). For those with Continuous Cover no refund of premium will be due to Member on monthly premiums. For Members on quarterly premiums there will be no premium refund where cancellation is under sub-clause a) of this clause but in the event of cancellation under any of sub-clauses b) c) or d) of this clause a pro rata refund of the quarterly premium based on the unexpired cover at cancellation will be due provided always that no service has been given during the Membership Year that is current at the time of cancellation.

11. The AA also reserves the right to terminate your AA Local Driver Breakdown Cover should you behave inappropriately to any representative of the AA by acting in a threatening or abusive manner via any communication medium.

### **Changes to your Continuous Payment details**

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12. Please note that if the Member pays under continuous 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.

### **Renewal and Annual Review**

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13. The AA reserves the right (considering all circumstances which the AA in its absolute discretion considers relevant including without restricting in any way the types of circumstances being referred to in this paragraph any grounds which it may have had to either refuse service or cancel Membership as provided in clauses 3 (on page 16) and 10 (on page 17) regardless of whether it actually did so) to withhold renewal of Annual Cover, change the Terms and Conditions applicable to the Cover or change Your premium or offer a different product subject to the following provisions:

**a) Renewal of Annual Cover**

If Local Driver 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 any details of any changes to the premium and the Terms and Conditions applicable to the Membership for the next Membership 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 Your AA Local Driver Breakdown Cover will be automatically renewed at the end of each Membership Year that such authority remains in place. If a Member does not want to renew on this basis, they should notify the AA at least 7 days prior to renewal. For information, this should be done by contacting AAIS on 0800 435 980, see section 3 of the AA Local Driver Breakdown Cover Arrangement and Administration Contract on page 21.

For the avoidance of doubt, the AA reserves the right to withdraw and/or not to offer AA Local Driver Breakdown Cover at renewal.

**b) Business Use**

If you hold Vehicle based AA Local Driver Breakdown Cover on a taxi or any vehicle used to carry goods for reward including haulage, the provision of courier services or parcel delivery, we reserve the right to review Your Membership and offer an alternative policy more suited to Your needs. We will always provide written notice at least 2 weeks before the end of each Membership Year with details of any proposed changes or alternative policies which will take effect from the start of the next Membership Year.

### **Changes to Terms & Conditions**

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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 Membership Year, on the giving of at least two weeks notice, where this is necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

## **Changes to your Personal Details**

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15. Changes to your name or address must be notified to the AA immediately. This must be done by contacting AAIS on 0343 316 4444 or by writing to AAIS at: Member Administration, The AA, Lambert House, Stockport Road, Cheadle, Cheshire, SK8 2DY.

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

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16. 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 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**

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

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

## **Enforcement of Terms & Conditions**

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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 AA Local Driver 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**

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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**

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21. Your AA Local Driver 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 Local Driver Cover is the United Kingdom. The Terms & Conditions are written in English and all correspondence entered into shall be in English.

## Part 2. AA Local Driver Breakdown Cover Arrangement & Administration – Your contract with AAIS

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

## 1. Who regulates AAIS?

AAIS is authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority is an independent body that regulates the financial services industry in the UK. AAIS’s permitted business is that of an insurance intermediary dealing in and arranging contracts of general insurance. You can check this information on The Financial 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 Local Driver 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.

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 will provide 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 Local Driver 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 Local Driver Membership documentation and card(s).
- Administering breakdown cover: After arranging breakdown cover AAIS will administer it on your behalf, including supplying replacement Local Driver Membership documentation, keeping your Local Driver Membership records up to date, dealing with enquiries; changes to payment methods, renewals (including Autorenewal) of Local Driver Breakdown Cover and cancellations (including refunds of premium on behalf of the insurer(s)).
- Making changes to breakdown cover: If during your Local Driver Breakdown Cover 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 Local Driver Membership, the relevant insurer wishes to alter the Terms & Conditions of Local Driver 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.

## 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 AA Local Driver 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.

AAIS may charge a cancellation fee of £20 where AA Local Driver Cover is cancelled under clause 8a on page 17.

AAIS will also tell you about any other charges relating to your AA Membership.

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 Local Driver Membership before making any such refund.

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. Payment will be taken using the payment method provided when purchasing your AA Local Driver Breakdown Cover

#### **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 Membership 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 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

Email: customersupport@theAA.com

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

Fax: 0161 488 7544

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

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

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

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 9SR

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

The activities of AAIS in arranging AA Local Driver 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

This privacy notice lets you know what happens to any personal data that you give to us, or any that we may collect from or about you. It applies to all products and services, and cases/examples where we collect your personal data.

### The AA plc and our Data Protection Officer

We're The AA PLC, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA. We are a data controller of your personal data. The AA Group of companies means AA PLC, together with any entity in which AA PLC directly or indirectly has at least a 50% shareholding and where we act in support of the AA Charitable Trust for Road Safety and the Environment.

We have a dedicated data protection officer ("DPO"). You can contact the DPO by writing to the above address, marking it for the attention of the DPO, or by using the contact details in your policy terms and condition or going to the Contact Us section of our website.

### 1. What kinds of personal information about you do we process?

Personal information that we'll process in connection with all of our products and services, if relevant, includes:

- **Personal and contact details**, such as title, full name, contact details and contact details history;
- **Your date of birth, gender and/or age;**
- **Your nationality**, if needed for the product or service;
- **Details of beneficiaries**, such as joint policy holders, named drivers, beneficiaries of our products or services;
- **Family members** (if relevant to the product or service);
- **Records of your contact with us** such as via the phone number of our breakdown service and, if you get in touch with us online using our online services or via our smartphone app, details such as your mobile phone location data, IP address and MAC address;
- **Products and services** you hold with us, as well as have been interested in and have held and the associated payment methods used;
- **The usage of our products and services**, any call outs and claims, and whether those claims were paid out or not (and details related to this);
- **Marketing to you and analysing data**, including history of those communications, whether you open them or click on links, and information about products or services we think you may be interested in, and analysing data to help target offers to you that we think are of interest or relevance to you;
- **Vehicle information**, such as make and model, faults, repairs and repair costs. Offers may include our car, insurance, financial services, connected car, travel and any of our other products and services;
- **Telematics and driving 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 (for example, if you have Car Genie);
- **Driving school assessment**, including feedback and analysis of your instructor;
- **Information about your use of products or services held with our business partners**, such as insurance policies, mortgage, savings or financial services and products;
- **Information we obtained from third parties**, including information about insurance risk, pricing, claims history, instances of suspect fraud and usage history;



- **Personal information which we obtain from Credit Reference Agencies and Fraud Prevention Agencies** (see the section on 'Fraud Prevention Agencies' below), including public (e.g. defaults, CCJs) and shared credit history, financial situation and financial history;
- **Fraud, debt and theft information**, including details of money you owe, suspected instances of fraud or theft, and details of any devices used for fraud;
- **Criminal records information**, including alleged offences, for example if you apply for car insurance;
- **Information about your health or if you are a vulnerable customer;**
- **Information about your property**, such as location, value, number of rooms, property type and building work you've had done;
- **Financial details about you**, such as your salary and details of other income, details of your savings, details of your expenditure, and payment method(s);
- **Details about all of your existing borrowings and loans**, if relevant;
- **Information about your employment status**, if relevant;
- **Information about your property occupier status**, such as whether you are a tenant, live with parents or are an owner occupier of the property where you live at the time of your application;
- **Your residency and/or citizenship status**, if relevant, such as your nationality, your length of residency in the UK and/or whether you have the permanent right to reside in UK;
- **Your marital status, family, lifestyle or social circumstances**, if relevant to the product (for example, the number of dependents you have or if you are a widow or widower);
- **Information we buy or rent from third parties**, including demographic information, vehicle details, details of outstanding finance, vehicle claims history, marketing lists, publicly available information, and information to help improve the relevance of our products and services;
- **Insights about you and our customers** gained from analysis or profiling of customers;
- Where relevant, **information about any guarantor** which you provide in any application;
- **Third party transactions**; such as where a person other than the account holder uses the service, information about that person and the transaction; and
- **Tax information**, if relevant (for example, for savings accounts).

## 2. What is the source of your personal information?

We'll collect personal information from the following general sources:

- From you directly, and any information from family members, associates or beneficiaries of products and services;
- Information generated about you when you use our products and services;
- From a broker or other intermediary (e.g. comparison site) who we work with to provide products or services or quote to you;
- AA Group companies, if you already have a product with them, have applied for one or have held a one previously;
- Business partners (e.g. financial services institutions, insurers), account beneficiaries, or others who are a part of providing your products and services or operating our business;
- From other sources such as Fraud Prevention Agencies, Credit Reference Agencies, other lenders, HMRC, DWP, publically 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
- We buy or rent information about you or customers generally from third parties, including demographic information, vehicle details, claims history, fraud information, marketing lists, publicly available information, and other information to help improve our products and services or our business.

### 3. What do we use your personal data for?

We use your personal data, including any of the personal data listed in section 1 above, for the following purposes:

- Assessing an application for a product or service you hold with us, including considering whether or not to offer you the product or service, the price, the risk of doing so, availability of payment method and the terms;
- Managing products and services relating to the product or service, or application for one;
- Updating your records, tracing your whereabouts, and recovering debt;
- Managing any aspect of the product or service;
- To make automated decisions on whether to offer you a product or service, or the price, payment method, risk or terms of it;
- To perform and/or test the performance of our products, services and internal processes;
- To improve the operation of our business and that of our business partners;
- To follow guidance and best practice under the change to rules of governmental and regulatory bodies;
- For management and auditing of our business operations including accounting;
- To carry out checks at Credit Reference and Fraud Prevention Agencies pre-application, at application, and periodically after that;
- To monitor and to keep records of our communications with you and our staff (see below);
- To administer our good governance requirements and those of other members of our Group, such as internal reporting and compliance obligations or administration required for Annual General Meeting (“AGM”) processes;
- For market research and analysis and developing statistics;
- Assessing and profiling aspects of 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 (if relevant to your product or service);
- For direct marketing communications 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. We'll send marketing to you 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, roadside assistance, money and financial services, insurance, travel, member offers (“Member Benefits”) as well as to any other offers and advice we think may be of interest;
- 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;
- To develop new products and services and to review and improve current products and services;
- To comply with legal and regulatory obligations, requirements and guidance;
- To provide insight and analysis of our customers both for ourselves and for the benefit of business partners either as part of providing products or services, helping us improve products or services, or assess or improve the operating of our businesses;
- To share information, as needed, with business partners (e.g. financial services institutions, insurers), account beneficiaries, service providers or as part of providing and administering our products and services or operating our business;
- To facilitate the sale of one or more parts of our business;
- To enable other AA group companies to perform any of the above purposes; and
- To process any donations made to the AA Charitable Trust

#### 4. What are the legal grounds for our processing of your personal information (including when we share it with others)?

We rely on the following legal bases to use your personal data:

- 1) **Where it is needed to provide you with our products or services**, such as:
  - a) Assessing an application for a product or service you hold with us, including consider whether or not to offer you the product, the price, the payment methods available and the conditions to attach;
  - b) Managing products and services you hold with us, or an application for one;
  - c) Updating your records, tracing your whereabouts to contact you about your account and doing this for recovering debt (where appropriate);
  - d) Sharing your personal information with business partners and services providers when you apply for a product to help manage your product;
  - e) All stages and activities relevant to managing the product or service including enquiry, application, administration and management of accounts, illustrations, requests for transfers of equity, setting up/changing/removing guarantors; and
  - f) For some of our profiling and other automated decision making to decide whether to offer you a product and/or service, particular payment method and the price or terms of this.
- 2) Where **it is in our legitimate interests to do so**, such as:
  - a) Managing your products and services relating to that, updating your records, tracing your whereabouts to contact you about your account and doing this for recovering debt (where appropriate);
  - b) To perform, test the performance of, our products, services and internal processes;
  - c) To follow guidance and recommended best practice of government and regulatory bodies;
  - d) For management and audit of our business operations including accounting;
  - e) To carry out searches at Credit Reference Agencies pre-application, at the application stage, and after that. Where you have been introduced to us by a broker or other intermediary they may do these searches on our behalf;
  - f) To carry out monitoring and to keep records of our communications with you and our staff (see below);
  - g) To administer our good governance requirements and those of other members of our Group, such as internal reporting and compliance obligations or administration required for AGM processes;
  - h) For market research and analysis and developing statistics;
  - i) For direct marketing communications and related profiling to help us to offer you relevant products and services, including deciding whether or not to offer you certain products and service. We'll send marketing to you by SMS, email, phone, post and social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match);
  - j) Subject to the appropriate controls, to provide insight and analysis of our customers to business partners either as part of providing products or services, helping us improve products or services, or to assess or to improve the operating of our businesses;
  - k) For some of our profiling and other automated decision making; and
  - l) When we share your personal information with these other people or organisations other than for providing products and services to you, as necessary for running our business or comply with legal or regulatory obligations.
- 3) To comply with our **legal obligations**
- 4) With your **consent or explicit consent**:
  - a) For some direct marketing communications;
  - b) For some of our profiling and other automated decision making; 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.
- 5) For a **public interest**, such as:
  - a) Processing of your special categories of personal data such as about your health, criminal records information (including alleged offences), or if you are a vulnerable customer.

## 5. When do we share your personal information with other organisations?

We may share information with the following third parties for the purposes listed above:

- AA Group companies and service providers;
- Business partners (e.g. financial services institutions, insurers), account beneficiaries, or others who are a part of providing your products and services or operating our business;
- Governmental and regulatory bodies such as HMRC, the Financial Conduct Authority, the Prudential Regulation Authority, the Ombudsman, the Information Commissioner's Office and under the Financial Services Compensation Scheme;
- Other organisations and businesses who provide services to us such as debt recovery agencies, back up and server hosting providers, IT software and maintenance providers, document storage providers and suppliers of other back office functions;
- Credit Reference and Fraud Prevention Agencies (see below); and
- Market research organisations who help us to develop and improve our products and services.

## 6. How and when can you withdraw your consent?

**Where we're relying upon your consent to process personal data**, you can withdraw this at any time by contacting us using the contact details in your policy documents or going to the Contact Us section of our website.

## 7. Is your personal information transferred outside the UK or the EEA?

We're based in the UK, but sometimes your personal information may be transferred outside the European Economic Area. If we do so, we'll make sure that suitable safeguards are in place, for example by using approved contractual agreements, unless certain exceptions apply.

## 8. How do we share your information with credit reference agencies?

To process your application, we'll perform credit and identity checks on you with one or more credit reference agencies (**CRAs**). Where you take insurance, financial or credit from us we may also make periodic searches at CRAs to manage your account with us. To do this, we'll supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We'll use this information to:

- Assess your creditworthiness and whether you can afford to take the product;
- Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);
- Assess payment methods available to you;
- Trace and recover debts; and
- Make sure any offers provided to you are appropriate to your circumstances.

We'll continue to exchange information about you with CRAs while you have a relationship with us. We'll also notify the CRAs about your settled accounts. If you borrow and don't repay in full and on time, CRAs will record the outstanding debt. This information may be given to other organisations by CRAs. **The identities of the CRAs, 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'll 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.

### **9. How do we share your information with Fraud Prevention Agencies?**

This is explained in a separate leaflet available on our website or by using the contact details in your policy documents.

### **10. What should you do if your personal information changes?**

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.

### **11. Do you have to provide your personal information to us?**

We're 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.

### **12. Do we do any monitoring involving processing of your personal information?**

In this section, monitoring means any: listening to recording of, viewing of, intercepting of, or taking and keeping records (as the case may be) of calls, email, text messages, social media messages, in person face to face meetings and other communications.

We may monitor where permitted by law and we'll do this where the law requires it, or to comply with regulatory rules, to prevent or detect crime, in the interests of protecting the security of our communications systems and procedures, and for quality control and staff training purposes. This information may be shared for the purposes described above.

### **13. What about other automated decision making?**

We sometimes make decisions about you using only technology, where none of our employees or any other individuals have been involved. For instance, we may 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 also do this using data from other parts of the AA, including product or services details (including usage of them or claims made) and telematics data captured including on your vehicle, driving behaviour and location information.

We'll do this where it is necessary for entering into or performing the relevant contract, is authorised by laws that apply to us, or is based on your explicit consent.

### **14. For how long is your personal information retained by us?**

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

- For as long as we have reasonable business needs, such as managing our relationship with you and managing our operations;

- For as long as we provide goods and/or services to you and then for as long as someone could bring a claim against us; and/or
- Retention periods in line with legal and regulatory requirements or guidance.

### 15. What are your rights under data protection laws?

Here is a list of the rights that all individuals have under data protection laws. They don't apply in all circumstances. If you wish to use any of them, we'll explain at that time if they are engaged or not. The right of data portability is only relevant from May 2018.

- 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 be forgotten");
- The right to **request access** to your personal information and to obtain information about how we process it;
- The right to **move, copy or transfer your personal information** ("data portability"); 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.

### 16. Your right to object

You have the right to object to certain purposes for processing, in particular to data processed 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 to exercise these rights.

### 17. What are your marketing preferences and what do they mean?

We may use your home address, phone numbers, email address and social media or digital channels (e.g. Facebook, Google and message facilities in other platforms) to contact you according to your marketing preferences. You can stop our marketing at any time by contacting us using the details below or by following the instructions in the communication.

#### Changes to this privacy notice

We may change this privacy notice from time to time by updating this page in order to reflect changes in the law and/or our privacy practices. We encourage you to check this privacy notice for changes whenever you revisit our website – [theaa.com/privacy-policy](http://theaa.com/privacy-policy).

#### Contact Us

If you have any questions about this privacy notice, or if you wish to exercise your rights or contact the 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 PLC, 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).

## COMPANY DETAILS

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

**Acromas Insurance Company Limited** 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: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA. England and Wales. Company registration number 2414212.

## USEFUL CONTACT INFORMATION

For Breakdown Assistance in the UK:	0800 88 77 66
To renew Membership:	0800 43 59 80
To purchase European Breakdown Cover:	0800 444 500
Enquiries or policy changes:	0343 316 4444 or <a href="mailto:customersupport@theAA.com">customersupport@theAA.com</a>
For Breakdown Assistance in the Republic of Ireland (under discretionary/reciprocal arrangements)	00800 88 77 66 44
For free help and advice following a road traffic accident you can call AA Accident Response on	0800 048 2678

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

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

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

theAA.com