

# **AA Local Driver Membership**

Terms & Conditions Booklet

AA Local Driver Breakdown Cover Policy  
and Arrangement & Administration Contract

September 2019

**Important information: Please read and retain**



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

Whilst most of the Terms & Conditions relating to 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 Onward Travel (Stay Mobile). Please be aware of the type of Membership you hold. Your type of cover will be detailed in the Membership Statement section of the letter accompanying these Terms and Conditions or will be advised to you in writing separately.

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. National Recovery (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 National Recovery (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 Onward Travel (Stay Mobile) 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. The Membership Statement section of the letter accompanying these Terms and Conditions shows the cover level(s) you have selected. The choices you have made will depend on your personal circumstances and therefore, please check your statement to ensure that the cover you have chosen will meet your needs.

Cover Level	Customer Needs
Roadside	Customers who need assistance, in the event they breakdown within 20 miles of their home address and, if we are unable to repair the vehicle, recovery to a local repairer
Onward Travel (Stay Mobile)	Customers who, if we are unable to arrange a prompt local repair, need a hire car or hotel accommodation or public transport costs to continue their journey

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

# Your AA Local Driver Breakdown Cover Policy in full

## If you require Breakdown Assistance

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### Where cover is available:

AA Local Driver 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. The AA may 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 14.

You should advise the AA immediately of any changes to name or address. Please refer to General Terms & Conditions, clause 15, page 17.

### 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 National Recovery (Relay), then you will need to purchase AA Membership.

#### If you are broken down:

If you are not entitled to any AA membership 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.

### Payment Default:

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 Cover, and subsequently it becomes apparent that you have not paid for your AA Local Driver Breakdown Cover (or 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: [customer.solutions@theAA.com](mailto:customer.solutions@theAA.com)

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

If you have purchased Onward Travel (Stay Mobile) you may be entitled to compensation from the FSCS if Acromas Insurance Company Limited cannot meet its obligations in relation to that cover. The entitlement to compensation will depend on the type of business and circumstances of the claims. General insurance (such as Onward Travel (Stay Mobile)), provided by a regulated insurer such as Acromas Insurance Company Limited is covered for 90% of the claims, without any 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.

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

## Definition of words and phrases used in this Policy

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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 Onward Travel (Stay Mobile) or either or both of those insurer(s), as the context requires or allows.

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

**'Breakdown'** means an event:

- 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 safely or without further concern in the relevant vehicle;

**'Cover Period'** means the period of 12 months.

**'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; or
- **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 Local Driver 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 Breakdown 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; or
- **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; or
- **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 9.



## 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. The nominated person may also be a student or member of the armed forces who normally lives at the Home Address but is temporarily living away; or

**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 single sum. If you pay for annual cover under a recurring payment authority, for example by Direct Debit, your cover will, unless You have been notified otherwise, automatically be renewed at the end of the Cover Period. You will always be advised of this in advance and have the opportunity to cancel your Local Driver Breakdown Cover; please refer to page 15 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:** 8ft 3in (2.55m) which constitutes the overall width of the vehicle bodywork excluding mirrors, measured at the widest points

Assistance will also be provided for a caravan or trailer which was on tow at the time of the breakdown, provided that it falls within the above limits.

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

### 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:
  - (i) which has been registered with the AA at the time assistance is requested; and
  - (ii) which is a UK Vehicle registered with the DVLA
- b) It is possible to change the vehicle registered under Vehicle Local Breakdown Driver Cover during the Cover Period. 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 Cover Period. The AA is not obliged to undertake more than 3 changes of vehicle within the Cover Period.

## 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, the AA or its appointed agent cannot fix Your Vehicle it, together with the driver and up to a maximum of seven passengers, will be taken to the AA's choice of local repairer or to a local destination of Your choice, provided it is no further. In the case of an electric vehicle which has run out of charge or other covered vehicle which has run out of fuel, a local repairer may be a nearby charge or, as applicable, refuelling point which may not be a rapid charge point nor may it be in the direction which You were originally travelling;
- The AA will make a telephone call at Your request following a breakdown.

Any contract for repair, other than repairs carried out by the AA or its agent at the roadside under Your AA 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 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 6;
- Fuel and parts (unless these are carried by the AA or its appointed agent and in the case of fuel is required to get a Vehicle that has run out of fuel to the nearest fuelling point and in the case of parts those that are required to carry out the repair for which assistance was requested and cost £5 or less based on the AA's retail prices),
  - oil,
  - keys
- other materials required to repair Your Vehicle are excluded as are any supplier delivery service call-out charges related to these items, and the provision of service on private property without the relevant permission;
- storage costs
- Any transport or other costs that You might incur or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany Your Vehicle while it is being recovered;
- Routine maintenance and running repairs for example but not limited to radios, interior light bulbs, heated rear windows;
- Any recovery or tow following an accident (see General Terms & Conditions, clause 2, page 14);
- 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 14 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 13-17).

## **Onward Travel (Stay Mobile)**

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Underwritten by Acromas Insurance Company Limited.

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

Cover has been purchased at least 24 hours before the relevant Breakdown occurs; and

Your vehicle is immobilised following a Breakdown, which the AA has attended under Local Driver Breakdown Assistance and where the AA cannot arrange a prompt local repair; and

The incident for which You are claiming is not due to or caused by any of the following:

An accident;

Theft or attempted theft;

Insufficient fuel or charge;

Contamination from incorrect fuel;

Taking part in motor racing, rallying or track events;

Loss of keys; or

Keys being locked in the vehicle.

## **Stay Mobile benefit options**

### **A: Replacement Vehicle**

#### **What is covered:**

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

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

#### **What is not covered:**

Additional charges incurred if You keep the replacement vehicle for longer than 3 days; or

Fuel costs (including those resulting from pick-up, collection and delivery of the vehicle); or

Any ferry, toll or congestion charges incurred in the replacement vehicle; or

Any insurance excess charges, or other insurance related charges (see important information below);

Replacement vehicles cannot be supplied with a tow bar and therefore Your caravan or trailer will have to, if eligible, be recovered under Relay with Your Vehicle;

We cannot provide a like for like replacement for Your Vehicle (this includes being unable to provide a replacement hybrid or electric vehicle).

#### **Important information**

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

Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months;

Production of a full driving licence valid at the time of issue of the hire vehicle ;

Any applicable endorsements as advised by the replacement vehicle supplier;

For drivers under the age of 21 provision of a replacement vehicle may be subject to the use of their own insurance, where available, for the duration of the hire period. Any costs incurred in this event will not be covered. (If the driver's own insurance cannot cover this alternative transport (see option B below) will be required;

A valid credit card is required. Alternatively the supplier will require a deposit of not less than £50 and may also undertake a simple credit check before releasing the vehicle to you);

A minimum insurance excess of £500, in the case of damage to or theft of the hire vehicle;

Limitations on the availability and/or engine capacity of the replacement vehicle drivers aged at 18-21 years are restricted to a hatchback type vehicle up to 1,200cc;

The collection and delivery service is limited to a maximum delivery distance of 30 miles. You are responsible for making arrangements for the return of the hire vehicle to the supplier;

If the hire vehicle is not taken at the time and receipt of the hire vehicle is delayed at Your request and with the AA's agreement, You are responsible for arranging delivery directly with the supplier. (The AA may be prepared to assist with these arrangements);

The collection and delivery service is (or equivalent) available from the chosen suppliers, subject to availability, to the supplier's terms and conditions and to Your payment of the supplier's fuel charges connected with collection and delivery. A minimum of two hours notice is required by the suppliers to arrange the delivery of a vehicle, with an additional two hours to deliver;

If the AA's chosen supplier refuses hire for any reason, subject to prior price approval and authorisation from the Stay Mobile team who can be contacted by calling 0370 4050606, You are entitled to arrange a hire vehicle from another provider;

Claims for the reimbursement of costs such hire should be made in writing and sent together with proof of purchases and receipts to: The AA, Stay Mobile Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA.

**OR**

## **B: Alternative transport costs**

### **What is covered**

Costs for alternative transport incurred by the driver and up to a maximum of seven passengers (see General Terms & Conditions clause 1g, on page 13) travelling to a single UK destination that have been agreed at the time of breakdown by the Stay Mobile team, who can be contacted by calling 0370 4050 606. Claims should be made in writing and sent together with proof of purchases and receipts to:

The AA, Stay Mobile Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA.

### **What is not covered**

Costs that have not been agreed and authorised by the Stay Mobile Team.

**OR**

## **C: Overnight accommodation**

### **What is covered**

The AA will arrange and pay directly for one night's bed and breakfast on the day of the breakdown at a hotel of the AA's choice for the driver and up to a maximum of seven passengers (see General Terms & Conditions clause 1g, on page 13).

### **What is not covered**

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

# General Terms & Conditions

## General exclusions

1. AA Local Driver Breakdown Cover does not provide for:
  - a. **Any 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**, that is  
the cost of garage or other labour required to repair Your Vehicle, other than labour provided by the AA or its agents at the scene of the breakdown or accident;
  - c. **Fuel draining**, that is  
any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. In the event of the introduction of an inappropriate substance which results in the need to drain or remove fuel, lubricants or other fluids, the only recovery the AA will make available to you will be to arrange for your vehicle, the driver and up to 7 passengers to be taken to the AA's choice of relevant local repairer or another location of your choice, provided it is no further, but you will have to pay for any work required;
  - d. **Failure to carry a serviceable spare**, that is  
any additional charges resulting from Your failure to carry a legal and serviceable spare wheel or tyre, except where this is not provided as manufacturers standard equipment. The AA will endeavour to arrange on your behalf, but will not pay for, assistance from a third party;
  - e. **Having Your Vehicle stored or guarded in Your absence**;  
In the event that the AA does agree, or needs, to arrange storage of Your Vehicle, for example without limitation, because the AA is not reasonably able to locate the delivery address You have provided or You have not provided, or not provide when the AA requests, adequate delivery instructions, the AA will be entitled to charge You reasonable storage charges;
  - f. **Service to Vehicles on private property unless relevant permission is given**, that is  
the provision of service when Your Vehicle is on private property e.g. garage premises, unless You can establish that You have the permission of the owner or occupier;
  - g. **Excess passengers**, that is  
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. **Trade transportation**, that is  
the recovery of any vehicles bearing trade plates or which the AA has reason to believe has just been imported or purchased at auction;
  - i. **Transporting from trade premises**, that is  
the transportation of immobilised vehicles where the AA considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;
  - j. **Locksmiths, tyre or glass specialists' costs**, that is  
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;
  - k. **Specialist lifting equipment**  
the cost of specialist lifting equipment (not normally carried by the AA), following an accident;
  - l. **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;

#### m. **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 7 for Customer Solutions 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**, that is where service is requested to deal with the same or similar cause of breakdown (including running out of fuel or charge) to that which the AA attended within the preceding 28 days. It is Your responsibility to make sure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. The AA shall not be entitled to refuse assistance if the reason for the repeat breakdown is due to the negligence of the AA or its appointed agent.
  - b. **Unattended vehicles**, that is where You are not with Your Vehicle at the time of the breakdown and You are unable to be present at the time that assistance arrives.
  - c. **Unsafe, unroadworthy, unlawful etc vehicles, that is** where in the AA's reasonable opinion, immediately before the relevant breakdown (including running out of fuel or charge) or accident, Your Vehicle was dangerous, overloaded, unroadworthy or otherwise unlawful to use on a public road. Without restricting the generality of the AA's rights under this provision, and Your responsibility to comply with all applicable legal requirements, please note that for a UK registered vehicle to be used or kept on a public road, and subject to any relevant exemption that may apply, the vehicle must have a current excise licence (that is, up to date vehicle tax), a current MOT test certificate and have in force valid motor insurance to the minimum level required under UK law;
  - d. **Assisting where unsafe or unlawful activities**, that is where, other than solely as a result of a failure on the part of the AA, the giving of service would involve 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**, that is where the breakdown is not reported within 24 hours of you becoming aware of the breakdown. (The AA may agree to extend this period in exceptional circumstances).
  - f. **We cannot verify Membership**, that is where you cannot produce a valid 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 cover required, plus a supplementary premium for joining while already requiring assistance.

The cost of this will be confirmed to You prior to purchase.

The amount paid will be fully refunded if it can be established that 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 20, 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.

**g. 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.

**h. The Recovery of Unaccompanied children**

i.e. the recovery of any child under 16 years of age unless they are accompanied at all times by an adult (unconnected with the AA or its agents).

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

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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. 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.  
The following refund policy will apply for Members cancelling within the cooling off period: the Member will receive a full refund of the AA Local Driver Breakdown Cover premium for joining 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 20, for information on AAIS's fees in the event of cancellation. You must not, in any event, make further use of the cancelled AA Local Driver Breakdown Cover.
9. Outside of any relevant cooling off period the following will apply:
- a) there will be no refunds for cancellation except when cancellation is requested by or on behalf of a Member because the AA Local Driver Breakdown Cover ceases to be of benefit to the Member for one of the following reasons:
    - 1) death of the Member or, where the AA Local Driver Breakdown Cover is Joint, death of any other nominated person on the Membership;
    - 2) you are or the Member is permanently unable to drive due to illness or injury (where the AA Local Driver Breakdown Cover is Joint, this will also apply to any other nominated persons on the Cover).

Any refund will be on a pro rata basis.

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

10. The AA shall have the right to cancel Your Local Driver Breakdown Cover Policy, or choose not to accept a new application for AA Local Driver Breakdown Cover for the same Member in the following circumstances;
- a) the AA has been entitled to refuse service on more than one occasion under sub-clause 3c or sub-clause 3d or on more than one occasion under sub-clause 3g (see pages 14-15) since the Membership first began; or
  - b) the AA considers, in its reasonable opinion, and as a result of the Member's conduct, that there has been a breakdown in its relationship with the Member; or
  - c) 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) b) e) and f) of this clause;
  - d) The member has taken out another AA Local Driver Breakdown Cover policy in the 6 month period prior to applying for the current AA Local Driver Breakdown Cover;
  - e) excessive use of the service has occurred either through failure to seek permanent repair following any temporary repair effected by an AA employee, mechanic or agent or due to lack of routine vehicle maintenance or failure to maintain fuel or charge in Your Vehicle.
  - f) You or any other person accompanying You behave inappropriately to any representative of the AA by acting in an abusive manner via any communication medium or
  - g) if the AA has in the previous 6 months chosen not to renew or has cancelled another AA Local Driver Breakdown Cover policy taken out by the Member.

In the event that the AA decides to cancel Your AA Local Driver Breakdown Cover under this clause 10 that membership will be cancelled with effect from the Member's receipt of the AA's written notification of cancellation. Notification will be deemed to have been received by the Member two days from the date of the AA's letter of cancellation, if the AA writes to you, or immediately if the AA notifies the Member electronically. The AA shall give a pro rata refund (calculated on a daily basis) of the premium based on the unexpired cover at cancellation.

11. The AA shall also have the right to cancel Your AA Local Driver Breakdown Cover immediately if any premium or other related charge is overdue.

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

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12. If the Member pays under recurring payment authority and the Member's account and/or card details change, we will approach the Member's card provider/bank for, or receive from the Member's card provider/bank, updated details to help continue to provide the services requested.

## **Renewal and Review**

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13. The AA reserves the right and is entitled not to renew cover, or change Your premium or offer a different product;

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 cover period. If the Membership is due for renewal and is paid for under an existing Direct Debit or Continuous Credit Card authority then unless we hear to the contrary, or we have given You notice of non-renewal, Your AA Local Driver Breakdown Cover will be automatically renewed at the end of each cover period that such authority remains in place. If a Member does not want to renew on this basis, they should notify the AA 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 19.

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 in relation to a vehicle which is used as a taxi or any vehicle used to carry goods for reward including haulage, the provision of courier services or parcel delivery, then without prejudice to the generality of clause 13 above. We reserve the right to review Your Membership and to cancel your AA Local Driver Breakdown Cover by providing written notice of at least 45 days and to offer an alternative policy more suited to Your needs.



## **Changes to Terms & Conditions**

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

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

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

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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.

## Fraudulent Applications

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

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

We may:

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

## Part 2. AA 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 and Acromas Insurance Company Limited which underwrites Onward Travel (Stay Mobile). AAIS acts as an agent of these underwriters, when accepting or refunding premiums and when handling any claim monies. These are the only underwriters of breakdown assistance available through AAIS. AAIS may renew your cover to a different underwriter or notify you of a future change if the underwriter of AA products has changed for new policies for any reason.

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

## 3. What services does AAIS provide?

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

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

AAIS will always inform you of, or confirm in writing its fees for the services it provides under this contract 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 15.

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

#### **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: 0161 333 5910

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

Post: Customer Solutions  
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.

## AA – Roadside Assistance – Privacy Notice

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

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

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

### Personal data we hold and use

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

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

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

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

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

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

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

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

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

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

- 1) To provide you with our products or services or decide whether to do so:
  - a) Assessing an application for a policy, including considering whether or not to offer you the product or service, the price, the risk of doing so, availability of payment methods and the terms;
  - b) Providing you with your policy, member benefits and any other products or services held with the AA
  - c) Communicating with you and holding records about our dealings and interactions with you, your fellow policyholders and beneficiaries;

- d) Making decisions about you or your policy, including your continued suitability for it, the risk of providing you with the policy, and assessing compliance with the policy terms;
  - e) To manage the operation of our business and those of our in-house or partner insurers or re-insurers;
  - f) To manage the operation of our business and business partners that help support your policy;
  - g) To carry out checks at Credit Reference and Fraud Prevention Agencies pre-application, at application, and periodically after that;
  - h) For analysing and profiling aspects of your vehicle or driving (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken as part of providing, quoting for, and managing your policy (if, for example, you hold Smart Breakdown or another telematics product)
  - i) Updating your records, tracing your whereabouts, and recovering debt;
  - j) To enable other AA group and branded companies to provide you with your products and services, quote for products and services, or manage products and services you hold
  - k) To share information as needed with business partners as required for managing your policy or assessing application account beneficiaries, service providers or as part of providing, administering or developing our products and services or our business; and
  - l) To make automated decisions, including profiling, on whether to offer you a product or service, or the price, payment method, risk or terms of it.
- 2) For our **legitimate interests or those of others:**
- a) To develop our roadside, insurance and any other products or service using the information we hold;
  - b) To continually develop, improve and manage our risk assessment and pricing models
  - c) To provide personalised content and services to you, such as tailoring our products and services, our digital customer experience and offerings, and deciding which offers or promotions to show you on our digital channels;
  - d) To link together your AA products and services including to enable you to view these in a single account or profile, linking together your accounts on our systems and using this combined view for the purposes listed in this section;
  - e) To test and improve the performance of our products, services, processes and systems;
  - f) To improve the operation of our business - and that of our business partners – for example, by improving customer service and operational performance and efficiency;
  - g) To develop new products and services, and to review and improve current products and services;
  - h) For management and auditing of our business operations - including accounting;
  - i) To monitor and to keep records of our communications with you and our staff (see below);
  - j) For marketing analysis and related profiling to help us to offer you relevant products and service, including deciding whether or not to offer you certain products and service;
  - k) To understand our customers, their use of our products, their preferences and develop models, including developing profiles, algorithms and statistical models;
  - l) To send marketing by SMS, email, phone, post, social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match). Offers may relate to any of our products and services such as cars, money and financial services, insurance, travel, member offers as well as to any other offers and advice we think may be of interest;
  - m) To provide insight and analysis of our customers both for ourselves and business partners based on your policy and products, your use of it, your other policies and the use of your policy by others;
  - n) For market research, profiling, and analysis and developing statistics;
  - o) To facilitate the sale of one or more parts of our business;
  - p) To share information with business partners as necessary for the purposes listed in this notice; and
  - q) To share information with other AA group and AA branded companies to enable them to perform any of the above purposes, in particular AA Underwriting Insurance Company Limited and AA Financial Services Limited.



- 3) To comply with our **legal obligations** such as our financial services or regulatory obligations such as our financial services or regulatory obligations, including Financial Conduct Authority, Prudential Conduct Authority and Financial Ombudsman Service rules, regulations and guidance.
- 4) With your **consent or explicit consent**:
  - a) For some direct marketing communications which are not based on our legitimate interests;
  - b) For some of our profiling and other automated decision making which is not required for contractual or legal purposes; and
  - c) For some of our processing of special categories of personal data such as about your health, if you are a vulnerable customer or some criminal records information, if another legal basis does not apply.
- 5) Necessary for a **public interest**, such as:
  - a) Using special categories of personal data such as about your health, criminal records information (including alleged offences) if this is needed to quote for or administer a policy, including assessing the risk of providing you with the Roadside policy or product; and
  - b) Using special categories of personal data about your health or needs (if you are a vulnerable customer) including assessing the risk of providing you with a policy or product.

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

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

- With AA Group and AA branded companies, including but not limited to Automobile Association Developments Limited (including AA Breakdown Services and AAA/BSM Driving School), Automobile Association Insurance Services Limited, Automobile Association Underwriting Insurance Company Limited and Automobile Association Financial Services Limited;
- With account beneficiaries if they use a service you have with us;
- With any parties involved in a claim if they need to receive information to allow us to handle a claim made by you or against you, or if either insurer needs to investigate a case of fraud;
- With service providers who are a part of providing products and services to you or help us to operate our business;
- With other breakdown organisations in other countries if you have European Breakdown Cover and need assistance abroad;
- Police and law enforcement agencies if we are required or need to support a criminal investigation;
- Governmental and regulatory bodies such as HMRC, DVSA, DVLA, the Financial Conduct Authority, the Prudential Regulation Authority, the Financial Ombudsman's Service, and the Information Commissioner's Office;
- Organisations and businesses who provide services to us under our authority such as service providers, debt recovery agencies, IT companies, and suppliers of business support services;
- Credit Reference and Fraud Prevention Agencies (see below); and
- Market research organisations who help us to develop and improve our products and services.

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

### **Changes to your data**

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

### **Monitoring communications**

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

### **Use of automated decisions**

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

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

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

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

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

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

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

### **Your data protection rights**

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

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

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

### **You have a right to object**

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

**Opting out of marketing**

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

**Changes to this privacy notice**

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

**Contact Us or our DPO**

You can use the contact details in your policy book or you can go to the Contact Us section of our website. Alternatively, you can write to AA 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
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