

# **Standby**

Terms & Conditions Booklet

Effective from November 2021

**Important information: Please read and retain**

**AA**

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# Welcome to the AA

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A warm welcome to the AA. Standby provides you access to the AA's Breakdown Service, which 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 outlines what Standby offers you.

Standby is provided by Automobile Association Developments Limited (trading as AA Breakdown Services). The Terms & Conditions of Standby are set out in this booklet.

For an agreed fee, Standby lets you access AA Roadside Assistance, including call-out and repair (if possible) at the roadside, and if required, recovery to an agreed destination (for a further fee). Standby cannot be upgraded. If you would like to add services you will need to purchase AA Roadside Assistance cover. If you require further information or would like to purchase cover please call 0343 316 4444.

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# Standby

Standby provides you access to AA Roadside Assistance. At the point you require AA Roadside Assistance you will be required to pay a fee of £50, which must be paid in advance (by credit card or debit card) on each occasion that assistance is required. Full details of the restrictions which apply to Standby can be found in this booklet.

Standby can be used whether you are the driver or passenger in any eligible vehicle.

## **Where is Roadside Assistance available:**

Roadside Assistance is only available to those ordinarily resident in the UK travelling in a vehicle which first becomes stranded in the United Kingdom.

**Standby does not provide Roadside Assistance to residents of the Channel Islands or the 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:**

Please always carry your Standby card with you. When you contact the AA for assistance you will be asked to show your Standby card to ensure that only those Members entitled receive service.

Please remember that under Standby you are required to pay a £50 fee, in advance, on each occasion a roadside call-out is required. Parts and recovery may incur further fees. Payment must be made by either a credit card or debit card. Note: cash or cheques will not be accepted.

If a valid Standby card and additional proof of identity cannot be produced, or the required payment of £50 on callout is not made in advance, the AA reserves the right to refuse service. For further details please refer to General Terms & Conditions, clause 3f, page 8. Please also note that you should advise the AA immediately of any changes to name or address.

## **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 488 7544
Email:	customer.solutions@theAA.com
Post:	Customer Solutions The Automobile Association Lambert House Stockport Road Cheadle, Cheshire SK8 2DY

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.

## Definitions of words and phrases used

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

**'AA'** means Automobile Association Developments Limited (trading as AA Breakdown Services).

**'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 to bring 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 the person to whom the Standby documentation is addressed and who has been given Standby.

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

**'Membership Year(s)'** means the period(s) of 12 months commencing from the date contained in your Welcome letter.

**'You', 'Your'** means the Member.

**'Your Vehicle'** means the vehicle in which the Member is travelling in at the time of the relevant breakdown, provided always that any such vehicle meets the vehicle specifications set out below.

## About Standby

This section indicates what services Standby offers. If changes are made these will be confirmed separately to you in writing.

### Service available

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With Standby, you have access to AA Roadside Assistance, subject to receipt of your payment, in advance, of £50 on each occasion that assistance is required.

### Type of service

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Standby is available to one named Member only, whether as driver or passenger, in any vehicle (within the limits specified below).

### Duration of service

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Standby lasts for 12 months.

### Where service is available

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Standby lets you access AA Roadside Assistance only within the UK.

### 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 on page 8.

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

<b>Maximum Vehicle Weight:</b>	3.5 tonnes (3,500kg) gross vehicle weight
<b>Maximum Vehicle Width:</b>	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, electric cars, vans, minibuses and motorcycles are included as long as they meet the other specifications.

## Transportation of Animals

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 7.

## Service Description – What is included and what is not included

### Roadside Assistance

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

**What is included:**

Subject always to your payment, in advance, of the AA's £50 call-out charge on each occasion that service is required:

- Roadside Assistance is available if Your Vehicle is stranded on the highway more than a quarter of a mile from the Member's Home Address following a breakdown or accident.
- The AA's number one aim is to fix your car. If parts are required to fix your car then you will be charged the cost of these parts, although if this comes to £5 or less (based on the AA's retail prices) then this will be included in the call-out fee.
- If it cannot be fixed at the roadside we will offer to take it 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 or in the direction you are travelling) or to a local destination of Your choice, provided it is no further. The cost of this will depend on the distance the Vehicle is being recovered. The costs below are in addition to the £50 call out fee:
  - 0-10 miles = £49
  - 11-50 miles = £99
  - 51-150 = £249
  - 150 + = £349
- 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, 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.
- If your vehicle can't be recovered during the initial call-out (due to size or vehicle type), an additional call-out fee of £50 may be charged, in addition to the recovery charges above.

**What is not included:**

- The following items are excluded:
  - routine maintenance,
  - running repairs,
  - fuel and parts (unless these are carried by the attending AA patrol 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 based on the AA's retail prices),
  - oil,
  - keys,
  - garage or other labour or materials required to repair your vehicle are excluded, as are any supplier delivery service or 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 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 8);
- Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by You;
- A second or subsequent recovery, after Your Vehicle has been recovered following a breakdown;
- All things excluded under General Terms & Conditions (see pages 7-11).

# General Terms & Conditions

## General exclusions

1. Standby does not provide for:
  - a. **Vehicle servicing or re-assembly:** 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. The AA will 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's 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. **Vehicle storage:** 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. **Assistance for 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. **Recovering vehicles from trade or auction:** the provision of service to any vehicles bearing trade plates or which the AA has reason to believe have just been imported or purchased at auction;
  - i. **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;
  - j. **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;
  - k. **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 through clearly sign posted closed roads; and
    - b) any occasion 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;
  - n. **Malicious Damage or Vandalism:** that is the recovery of any vehicle that cannot be driven due to deliberate destruction or damage (which includes the malicious removal of any vehicle part). A recovery can be arranged but this would be at Your expense or reclaimed via Your insurance company.

## 2. Accident Recovery

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

## General rights to refuse service

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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 3 for Customer Solutions contact details).

3. The AA reserves the right to refuse to provide or arrange assistance where the service request is for, or relates to:
  - a. **Repeat breakdowns within previous 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 vehicles:** i.e. where in the AA's reasonable opinion, immediately before the relevant breakdown or accident, Your Vehicle was dangerous, overloaded, unroadworthy or otherwise unlawful to use on a public road. Without restricting the generality of the AA's rights under this provision, and Your responsibility to comply with all applicable legal requirements, please note that for a UK registered vehicle to be used or kept on a public road, and subject to any relevant exemption that may apply, the vehicle must have a current excise licence (that is, up to date vehicle tax), a current MOT test certificate and have in force valid motor insurance to the minimum level required under UK law;
  - d. **Assisting where unsafe or unlawful activities,** that is where other than solely as a result of a failure on the part of the AA, the giving of service would involve any breach of the law (including, without in any way restricting the type of breach being referred to under this sub clause, a breach of the AA's health and safety duties which includes, for the avoidance of doubt, post production conversions from conventional fuel to electric, where We are unable to determine that it is safe to do so);
  - e. **Delay in reporting:** i.e. 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 Standby:** where you cannot produce a valid Standby 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 Standby 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 usual premium for the relevant cover required, plus a supplementary premium for joining while already requiring assistance. The cost of this premium will be confirmed to You at the time of purchase. The premium paid will be refunded (but not the Standby £50 call out charge), if it can be established that the relevant level of service entitlement was held at the time of the breakdown.
  - 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 Standby, 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.



## **Additional services**

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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.

## **Emergency nature of breakdown service**

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

## **Cancellation of Standby**

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The Member has the right to cancel their Standby at anytime. No refund is due for Standby.

8. The AA shall have the right to cancel Standby in the following circumstances: If the AA decides to cancel Standby You will be notified in writing and Standby will be cancelled with immediate effect:
  - a) since Standby began the AA has been entitled to refuse access to the AA Roadside Assistance service on more than one occasion under sub-clause 3 c-d and on more than one occasions under sub-clause 3g page 9; 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) Standby was used where the AA was, or is, entitled to cancel an existing or previous Standby or AA Membership under sub-clause a) or b) of this clause; or
  - d) excessive use of the access to the AA Roadside Assistance service has occurred either through failure to seek permanent repair following any temporary repair effected by an AA Patrol or agent due to lack of routine vehicle maintenance.

No refund is due.

9. The AA also reserves the right to terminate Standby should you behave inappropriately to any representative of the AA by acting in a threatening or abusive manner via any communication medium.

## **Annual Review**

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9. The AA reserves the right (considering all circumstances which the AA in its absolute discretion considers relevant) including without limitation any grounds which it may have had to either refuse service or cancel Membership as provided in clause 3 (on page 8) and clause 10 (on page 9) regardless of whether it actually did so) to, at the end of the Membership Year, withhold renewal of Standby, change the Terms and Conditions applicable to Standby or change the fee payable for Standby or offer a different service or product subject to the following clause 10, Changes to Terms & Conditions

Standby is available on an annual basis and lasts for 12 months.

## **Changes to Terms & Conditions**

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10. The AA is entitled to change any of the Terms & Conditions at renewal (including, without restriction, any charges or fee payable in connection with Standby). 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.

For the avoidance of doubt the AA is entitled to withdraw products and services at renewal.

## **Changes to your Personal Details**

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11. Changes to your name or address must be notified to the AA immediately. This can be done by using the following online link: [www.theAA.com/changes](http://www.theAA.com/changes), or by contacting AAIS on 0343 316 4444 or in writing to AAIS at: **Member Administration, The AA, Lambert House, Stockport Road, Cheadle, Cheshire, SK8 2DY.**

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

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

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

## **Enforcement of Terms & Conditions**

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14. 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.
15. None of the Terms & Conditions, or benefits, of Standby are enforceable by anyone else other than the Member and the AA. 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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16. The headings used in these Terms & Conditions are for convenience only and shall not affect the interpretation of its contents.

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

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17. Your AA Membership and these Terms & Conditions are governed and should be interpreted by the laws of England and Wales. The Terms & Conditions are written in English and all correspondence entered into shall be in English.

## 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.

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

We are the AA. Our main address is Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA. The data controller of this Roadside policy is Automobile Association Developments Limited and, for certain policy or cover levels or add-ons, the underwriter(s) or insurer listed 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
- 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**:
- 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 outs or, or if we have concerns about potential use of a policy (for example, if you are in breach of the conditions) or circumstances this may result in a higher risk being assigned to you, meaning you may be quoted a higher price or a policy being declined or cancelled.
- Assess the risk of fraud - if we believe there is a significant risk of fraud, based on the information we hold or that is available to us, we may decline your application, quote a higher price or decline or cancel your policy or application.

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

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

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

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

### **Your data protection rights**

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

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

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

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

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

### **Opting out of marketing**

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

### **Changes to this privacy notice**

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

### **Contact Us or our DPO**

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



## AA COMPANY DETAILS

**Automobile Association Developments Limited, trading as AA Breakdown Services**, is a company registered in England and Wales Number: 01878835. Registered office: Fanum House, Basing View, Basingstoke RG21 4EA.

## USEFUL CONTACT INFORMATION

For Roadside Assistance in the UK:

0800 88 77 66

Enquiries or changes:

0343 316 4444

Update Your details:

[www.theAA.com/changes](http://www.theAA.com/changes)

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

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

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