

AA Membership

Terms & Conditions Booklet

UK Personal & Vehicle Breakdown Cover
March 2023

**IMPORTANT INFORMATION: PLEASE READ
AND KEEP THIS BOOKLET BECAUSE IT
TELLS YOU HOW YOUR MEMBERSHIP
WORKS AND IS SPLIT INTO TWO PARTS:**

- **Part 1: your AA Breakdown policy**
 - How to access your Breakdown cover and contact details – page [2-3]
 - Demands and Needs – page [4]
 - About your AA Breakdown policy – page [6]
 - Our services - what is covered and what is not covered – page [10]
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- **Part 2: your Breakdown cover arrangement and administration contract with AAIS – page [26]**





Welcome to the AA

Thanks for choosing to join us as a Member. Please read this booklet carefully and keep it safe for future reference.

This booklet describes how your membership works and sets out the terms and conditions for each part of our service. You should check your membership statement or your account in Our App (if you have set one up) to be clear about the type and level of cover you’ve bought. It’s important you know this because the services we can provide if you break down will depend on this.

Who to call when you need help

What help do you need?	Telephone	Email/Web
Breakdown Assistance (in UK)	03330 046 046	Breakdowns can be reported through our app and also online at www.theAA.com/breakdown-cover/broken-down/safety-first
Breakdown Assistance (in Ireland only)	00800 88 77 66 44	
Help and advice following an accident	0330 053 0054	www.theAA.com/breakdown-cover/accident-assist
Onward Travel Breakdown team (to authorise a claim)	0370 405 0606	N/A



Who to speak to about your policy

What help do you need?	Telephone	In Writing	Email/Web
Enquiries or policy changes	0343 316 4444	Member Administration The AA, Park Square, Bird Hall Lane, Cheadle Heath, Stockport, SK3 0XN	www.theAA.com/changes
Renew your membership	0330 053 0475	N/A	www.theAA.com/renew
To register a complaint	0344 209 0556 0161 333 5901	Customer Solutions The AA, Park Square, Bird Hall Lane, Cheadle Heath, Stockport, SK3 0XN	customer.solutions@theAA.com
Financial Ombudsman	0800 023 4567 0300 123 9123	The Financial Ombudsman Service Exchange Tower London E14 9SR	complaint.info@financial-ombudsman.org.uk www.financial-ombudsman.org.uk
Onward Travel claim submissions (Pay and claim only)	N/A	The AA Onward Travel Claims Fanum House Basingstoke Hampshire RG21 4EA	Onwardtravelclaims@theaa.com
To purchase European breakdown cover	0330 053 1261	N/A	www.theAA.com/european-breakdown-cover
Hard of hearing	Text Phone users can contact us using Relay UK by prefixing any of our numbers with 18001. If in a Breakdown situation you can text us on 07860 027 999		
Specialist Documentation	Information is available in large print, audio, and Braille on request. Please call 0800 262 050 for details.		

Demands and Needs

Your membership statement and your account in our app (if you have set one up) along with these terms and conditions shows the cover level(s) you have selected. We have a range of cover levels, as shown below:

Cover type	Customer needs
Entry level cover	
Roadside Assistance (including AA Accident Assist)	Provides help when: a) you Breakdown more than ¼ mile away from home. If, following the Breakdown, we can't fix your Vehicle, it'll be taken to our choice of local repairer or to a local destination of your choice, provided it is no further; and b) you've been involved in a motor accident (this service works alongside your motor insurance policy – you must still tell your insurer if you have been in an accident).
Additional cover types	
At Home (formerly known as Home Start)	Provides help when you need cover at home or in the surrounding ¼ mile of your home. If we can't fix your Vehicle, we'll take you to a local repairer.
National Recovery (formerly known as Relay)	Provides help when you need a recovery to a single UK destination if we can't fix your Vehicle.
Onward Travel (formerly known as Stay Mobile)	Provides help when you need a hire car, hotel or public transport costs to keep moving if we cannot fix your Vehicle.



Your breakdown policy

Helpful hints to get the best out of your Membership

We're here to provide emergency roadside assistance and to get you back on the road in the event of a breakdown or accident in the UK. **If your vehicle has been deemed unrepairable and you need a tow or recovery this will be to one nominated destination only**, and must be arranged at the time of the breakdown or accident.

1

If you break down, just tap the app or go to theAA.com or call us on 03330 046 046

- ▶ We'll be there as soon as we can to try to get you going again.
- ▶ If you have had an accident, please call 0330 053 0054.
- ▶ You'll need to be with your vehicle when we attend – make sure you are in a safe place while you wait for us.

2

You'll need to keep your policy up to date at all times. Let us know straight away if:

- ▶ You change your vehicle.
- ▶ You change the name of any drivers (drivers must live at the same address as the main policy holder).
- ▶ You want to add more cover.
- ▶ Your contact details change as all documentation, including important notices, will be sent to last address/email address we have for you.

How to use your policy

3

Really important details that might stop us from helping you:

- ▶ Your vehicle must have valid MOT, tax and insurance to be eligible for cover, unless exempt.
- ▶ You must call us first prior to any work being undertaken by a garage.
- ▶ We'll need proof of your ID before we can provide breakdown help.
- ▶ You must be a member and hold the relevant level of cover or you will have to pay an additional charge for assistance.

4

Other things it's important that you know

- ▶ It's your responsibility to keep your vehicle safe, legal and roadworthy. We can't help you if it's not.
- ▶ We won't attend if you have a breakdown that's within 28 days of a breakdown for the same or similar reasons, including running out of fuel.
- ▶ We can't help if it would involve a breach of the law or of our health and safety duties.
- ▶ You need to report the breakdown within 24 hours of you becoming aware of the breakdown.



What types of cover are there?

Personal Cover is only applicable to the person(s) travelling in the vehicle at the time of the breakdown and is available as:

- ▶ **Single Cover:** Covers the Member, as driver or passenger, in any vehicle.
- ▶ **Joint Cover:** Gives one nominated person living at the Member's Home Address access to Breakdown Cover.
- ▶ **Family Cover:** Gives up to three other nominated people living at the Member's Home Address access to Breakdown Cover. Nominated people include students or members of the armed forces who are temporarily living away but are still registered to the home address.

Vehicle Cover covers your vehicle regardless of who is driving.

We will always deal with you, unless you authorise someone else to deal with us on your behalf.

What are the payment options?

Personal and **Vehicle Cover** are available on either an annual or continuous basis:

- ▶ **Annual Cover:** cover is for 12 months and is paid for in a single sum. If you pay for annual cover under a recurring payment authority, for example by direct debit, your cover will automatically renew. You will always be advised of this in advance and have the opportunity to cancel your policy.
- ▶ **Continuous Cover:** cover is paid for monthly but runs on a continuous basis until cancelled.

Some elements of these T&Cs will vary depending on your method of payment and we will tell you then this is the case.

Most of our cover can only be used 24 hours after you have bought it. If you have bought cover while you were broken down and/or you need to use it immediately then we will charge an extra fee. We will tell you how much this is when you call us.

Part 1. Breakdown Cover Policy

Definitions

We use defined terms in this booklet to make our terms and conditions as clear as possible, so the words in the table below have the following meaning:

‘AA’	the relevant provider of your Breakdown cover being: a) Automobile Association Developments Limited (trading as AA Breakdown Services) for Roadside Assistance, National Recovery and At Home; b) Acromas Insurance Company Limited for Onward Travel; and c) AA Underwriting Insurance Company Limited for AA Accident Assist, or any or all of these insurer(s), as the context requires or allows.
‘AA Approved Re-pairer’	a repairer carefully selected by us to provide the repair element of the AA Accident Assist service to you.
‘AAIS’	Automobile Association Insurance Services Limited.
‘At-Fault Accident’	an accident which is not a Non-Fault Accident.
‘Breakdown’	an event (excluding an accident): a) which causes the driver of your Vehicle to be unable to start a journey or brings the vehicle to a halt on a journey because of some fault with the vehicle or a failure which means it will no longer drive; and b) where the journey cannot be started or continued safely without further concern for the relevant vehicle.
‘Member’	the policy holder named on the membership document/card or AA App (you should let other users of your AA membership know that we may share their details with you).
‘Member’s Home Address’	the home address of the Member that we have recorded at the time of the relevant Breakdown.
‘Membership Year(s)’	the period(s) of 12 months commencing from the start of the membership or from any anniversary of the start of that membership.
‘Non-Fault Accident’	an accident where we consider liability/fault rests with the other person.
‘Our App’	the AA membership and Breakdown reporting mobile device application.
‘Replacement Hire Car’	means a mid-range saloon or hatchback-style car (up to an engine size of 1600cc).
‘Vehicle’	means: a) For personal cover, the vehicle which the Personal Member or any Joint or Family Member is travelling in at the time of the relevant Breakdown; or b) For vehicle cover, the vehicle which has been registered for cover with the AA at the time of the relevant Breakdown; or c) For AA Accident Assist, a vehicle (with 4 wheels with no more than 9 seats including the driver’s seat, within the size and weight limits set out under Vehicle specifications below) which you are the registered owner of and that has a current valid motor insurance policy to the minimum level required under UK law, a valid road fund license (unless exempt) and a current MOT test certificate (unless exempt).

Where we use the phrases ‘we’, ‘us’ or ‘our’ in these terms, we mean the AA.

Where we refer to ‘you’ and ‘your’ in these terms, this means: (1) for personal cover, the member or any joint or family member who has been nominated by the member; and (2) for vehicle cover, the member and any person who is travelling in, and who requests assistance for, the nominated vehicle.

Vehicle specifications

What is covered
<div><div>a) Petrol/diesel/electric/hydrogen cars, motorhomes, vans, minibuses or motorcycles (including quads and trikes)</div><div>b) Maximum Vehicle Weight: 3.5 tonnes (3,500kg) gross vehicle weight</div><div>c) Maximum Vehicle Width: 8ft 3in (2.55m) which includes the overall width of the vehicle bodywork excluding mirrors, measured at the widest points</div><div>d) Caravans or trailers which are on tow at the time of the Breakdown, if it falls within the above limits. Limits for caravans and trailers are separate to the towing vehicle, not combined</div></div>
What is not covered
<div><div>a) Electric pavement vehicles, electrical wheelchairs, bicycles (including electric bicycles), any vehicle which can't lawfully be used on the public highway and/or any non-motorised vehicle</div><div>b) Vehicles on trade plates</div><div>c) Vehicles that are used to carry items or people for money</div></div>

For Vehicle cover only

The following restrictions apply in addition to the vehicle specifications set out above:

- a) AA Breakdown assistance only covers the registered Vehicle on the policy at the time of Breakdown; and
- b) the Vehicle has to be UK registered with the DVLA.

You can change the Vehicle registered under Vehicle cover (up to a maximum of 3 times) during the Membership Year. Please note that service will not be available until 24 hours after the change was made. If service is required within 24 hours of the change being made a charge will be payable.

Our services – what is covered and what is not covered

1. Roadside Assistance

What is covered
<p>a) Roadside Assistance is available if your Vehicle is stranded on the highway more than a quarter of a mile from your home address following a Breakdown. We'll cover the cost of parts that cost less than £5 based on our retail prices. For parts to be provided in the exceptions mentioned above they must be carried by us or our appointed agent at the time.</p> <p>b) Roadside Assistance is only available 24 hours after purchase.</p> <p>c) If, following a Breakdown, we can't fix your Vehicle, it'll be taken to our choice of local repairer or to a local destination of your choice, provided it is no further. This includes the driver and up to a maximum of 7 passengers.</p> <p>d) If your Vehicle has run out of fuel or charge it will be taken to a local fuelling station, repairer or charge point.</p> <p>e) If you wish, we will make a telephone call for you following a Breakdown.</p> <p>f) If you and your Vehicle are stranded at the roadside following an accident our expert Patrols can provide options for the next steps available to You. Please refer to the full terms and conditions of AA Accident Assist beginning on page 11 for further details.</p>
What is not covered
<p>a) Fuel and parts (over and above what is specified in the 'What is covered' section of this table), oil, keys and any other materials needed to repair your Vehicle including any supplier delivery service or call-out charges.</p> <p>b) Assistance on private property without the relevant permission from the property owner.</p> <p>c) Storage costs.</p> <p>d) Any other costs that may arise during a recovery. We can't accept any costs for passengers who do not accompany your Vehicle while it's being recovered.</p> <p>e) Routine maintenance and running repairs for example but not limited to radios, interior light bulbs, heated rear windows.</p> <p>f) Where your Breakdown or accident is attended by the police, highways agency or other emergency service, we can't get involved 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.</p> <p>g) Labour charges or any work that occurs once you've been taken away from the scene of a Breakdown or to a garage. These are costs you'll have to pay.</p> <p>h) Recoveries not organised at the time of breakdown</p> <p>i) A second or subsequent recovery in relation to the same Breakdown event, after your Vehicle has been recovered by us. For example, if the location that you originally asked us to take you to is closed or inaccessible and you later ask us to recover you to that location, the second recovery will be chargeable.</p> <p>j) All things excluded under general terms & conditions (see pages 18-22).</p>

We can't 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 work. We'll try to check that the chosen repairer carries out the type of repair work required, but we can't guarantee this. We don't provide any warranty of assurance for any work carried out at your request.

a) AA Accident Assist

AA Accident Assist is a complimentary accident claims service which is available 24 hours a day, 365 days a year as part of your Roadside Assistance cover. As part of this service, we'll handle your insurance claim on your behalf, independently of your insurer. We can also arrange the recovery of your Vehicle and any repairs, as well as replacement transportation to keep you moving.

The amount of support we provide will depend on whether the accident is a Non-Fault Accident or an At-Fault Accident, and is always subject to our discretion. Our decision about the nature of an accident is final. To help us make this decision, you must provide all relevant information as soon as possible following the accident, including: the name and address of the other person(s) involved along with their vehicle and insurance details, the name and addresses of any witnesses (if there are any), as well as any other information we reasonably request from you.

Please remember that AA Accident Assist is: (1) not a replacement for your motor insurance policy; (2) does not remove the legal requirement to insure your Vehicle; and (3) does not cover your liabilities to others.

1) Vehicle recovery
Non-Fault Accidents
<div><div>a) We can recover your Vehicle if it's not mobile or unsafe to drive after an accident.</div><div>b) We can also arrange and manage repairs to your Vehicle (as explained in the 'Repairs' section of this summary) and there is no excess to be paid. We can also arrange a Replacement Hire Car via a hire car company (as explained in the 'Mobility' section of this summary). We will pay for these services on your behalf and recover the costs from the at fault driver's insurance company.</div></div>
At-Fault Accidents
<div><div>a) If you will be making a claim on your motor insurance policy, we can recover your Vehicle if it is not mobile or unsafe to drive after an accident. We won't charge you for the recovery if you agree to have:<div><div>i. Your insurance claim handled by us; and</div><div>ii. Your Vehicle repaired at an AA Approved Repairer (your insurer must also agree to this).</div></div></div><div>b) If you only require us to recover your Vehicle and do not want to use the AA Accident Assist service, you'll be asked to pay a fee up front for this.</div></div>

2) Repairs

Non-Fault Accidents

- a) We'll take your Vehicle to an AA Approved Repairer. They will carry out an assessment of the damage caused and provide us with a cost estimate. Where the repairs are deemed economical and viable by us, and you agree to use the AA Approved Repairer, we will authorise the AA Approved Repairer to carry out the repairs. We will cover the cost of these repairs based on the estimate prepared by the AA Approved Repairer.
- b) If we consider the repairs to your Vehicle to be uneconomical or unviable, we'll inform you of this and you'll need to claim from motor insurance.
- c) We'll not pay for repair costs when you make your own arrangements for repairs to your Vehicle after the accident.
- d) We'll only pay for repairs to your Vehicle, we will not pay for repairs to any other vehicle.
- e) You agree to us recovering any repair costs in your name and will help us do this. If any costs for repairs that we have paid for are recovered by you or paid direct to you, you must pay such costs to us in accordance with the general terms & conditions (see pages 18 to 22)

At-Fault Accidents

- a) We'll take your Vehicle to the AA Approved Repairer or, if your Vehicle is mobile and safe to drive, we'll arrange the recovery of your Vehicle from your home address.
- b) The AA Approved Repairer will carry out an assessment of the damage caused and request authorisation to proceed with the repairs from your insurer. Where your insurer authorises the repairs, they'll cover the repair and recovery fees.
- c) Where your insurer does not authorise the AA Approved Repairer to proceed with the repairs for any reason, your insurer will inform you and they'll oversee the management of your motor insurance claim. If for any reason your insurer declines your claim, you'll be responsible for the recovery and storage costs.

General points to note regarding repairs

Repairs are subject **always** to the following conditions (whether you are involved in a Non-Fault Accident or an At-Fault Accident):

- a) you agree to use an AA Approved Repairer;
- b) you'll inform us as soon as your Vehicle becomes available for you to drive again;
- c) you'll collect or arrange delivery of your Vehicle when notified by the AA Approved Repairer that your Vehicle is ready for collection or delivery;
- d) if you are VAT registered you'll be liable for the VAT element of the repairs, which you should recover from HMRC; and
- e) we can take details of your claim for AA Accident Assist 24 hours a day, 365 days a year but we cannot guarantee that your Vehicle will be delivered to the AA Approved Repairer during their opening hours, or that the repairer will be immediately available to undertake any required repairs.

3) Mobility

Non-Fault Accidents

- a) We will arrange, and pay for, a Replacement Hire Car if your Vehicle cannot be driven or is considered unsafe.
- b) AA Accident Assist is only available for your Vehicle, and the type of Replacement Hire Car we arrange for you is subject at all times to availability.
- c) If the repair of your Vehicle is deemed uneconomical or unviable and you make an insurance claim (as referenced in the 'Repair' section of this table) we will continue to pay for a Replacement Hire Car but the duration of the hire period will be determined by us. It is your responsibility to keep us updated on the progress of your insurance claim. If you don't, we may stop paying for the Replacement Hire car. Also, if you do not accept a reasonable offer to settle the insurance claim, we may refuse to pay further hire costs.
- d) The provision of a Replacement Hire Car is subject always to the following conditions:
 - i. you agree to us recovering any Replacement Hire Car costs in your name and will help us do this. If any hire costs that we have paid for are recovered by you or paid direct to you, you must pay such costs to us in accordance with the general terms & conditions (see pages 18 to 22);
 - ii. we'll select the Replacement Hire Car (and its supplier) subject at all times to availability;
 - iii. we'll decide the duration of the hire period for the Replacement Hire Car (and our decision is final);
 - iv. you'll enter into a car hire rental agreement with our chosen supplier and you will follow any terms and conditions issued by them;
 - v. you'll inform us as soon as your Vehicle becomes available for you to drive again;
 - vi. you'll return the Replacement Hire Car to our chosen supplier as soon as your Vehicle becomes available;
 - vii. if you are VAT registered you'll be liable for the VAT element of the hire costs, which you should recover from HMRC; and
 - viii. we can take details of your claim for AA Accident Assist 24 hours a day, 365 days a year, but can only arrange delivery of a Replacement Hire Car between 9am and 4.30pm Monday to Friday (excluding public and bank holidays).
- e) Although we will arrange and pay for a Replacement Hire Car:
 - i. we do not cover any other charges arising from your use of the Replacement Hire Car, including but not limited to: fuel, any insurance excess charges, charges arising from damage to the Replacement Hire Car, daily hire charges arising from you keeping the Replacement Hire Car after your Vehicle has been repaired and is ready for collection;
 - ii. we can't arrange a tow bar for the Replacement Hire Car, meaning that your caravan or trailer will, if eligible, have to be recovered under our National Recovery service;
 - iii. we can't guarantee that the Replacement Hire Car will be a hybrid or electric vehicle;
 - iv. we won't pay for Replacement Hire Car costs when you make your own arrangements for car hire after an accident;
 - v. if we've arranged a Replacement Hire Car on your behalf but your insurer is dealing with the damage to your Vehicle, you won't be covered if you fail to keep us updated on the progress of the Vehicle damage and will be liable for the costs of the Replacement Hire Car; and
 - vi. if we become aware that the accident was an At Fault Accident, we won't pay any further Replacement Hire Car costs from the date that we become aware of the change of accident circumstances. We won't seek to recover any costs from you that we have already paid provided the details you supplied at the time of the accident were true and complete.

At-Fault Accidents

- a) Where your insurer authorises the repairs to your Vehicle (as explained in the 'Repairs' section of this summary), the AA Approved Repairer will provide you with a small Courtesy Car for the duration of any repair. This is always subject to availability.
- b) Where your Vehicle is declared a total loss or your insurer does not authorise the AA Approved Repairer to proceed with the repairs, you will not receive a courtesy car from the AA Approved Repairer. You will need to speak with your insurer about your mobility options.

4) General points to note regarding AA Accident Assist

- a) As part of AA Accident Assist, we do not cover:
 - i. any accident that occurs outside England, Wales or mainland Scotland;
 - ii. accidents that arise from your unlawful use of alcohol or drugs;
 - iii. any accident if you're claiming against a person who doesn't have a valid motor insurance policy, or a person who can't be identified or traced; and
 - iv. any accident which your motor insurer has declined cover for.
- b) If you make a false or fraudulent claim for AA Accident Assist (or provide false, misleading or fraudulent statements, information and/or documents in support of any such claim), you will lose the benefit of AA Accident Assist and we may cancel your membership (see page 22 for details). You will not be entitled to a refund of: (1) any benefits of your policy; or (2) any premiums you have paid. We may recover from you any costs paid by way of benefit under your policy. If you make fraudulent statements or provide false information and/or documents to us, we may record this on the anti-fraud databases, and we may notify other organisations.
- c) Where you agree for us to handle your claim as part of the AA Accident Assist service, but you subsequently change your mind once we have already recovered your Vehicle and delivered it to either an AA Approved Repairer or destination of your choice, you will be responsible for paying either:
 - i. the AA recovery fee to the AA Approved Repairer before your Vehicle can be released back to you or your insurer; or
 - ii. the AA directly for the cost of the recovery. We won't be liable for any other costs incurred, including but not limited to additional excess costs.
- d) Where you do not request services from us at the time of a Non-Fault Accident or an At-Fault Accident 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 services (either to you or the provider).
- e) Where we provide AA Accident Assist for a Non-Fault Accident we will be entitled to take over and conduct at our expense and in your name, this is known as subrogation :
 - i. the negotiation defence or settlement of any claim against the at fault driver for recovery in respect of costs paid by us for AA Accident Assist;
 - ii. legal proceedings to recover for our benefit any payments made for AA Accident Assist.
 - iii. you must give us all documentation, help and information they may need; and
 - iv. we reserve the right to recover costs paid by us for AA Accident Assist from your own motor insurance and you must assist us to recover of costs paid by us for AA Accident Assist from your motor insurance.

b) Accident Recovery

What is covered
<ul style="list-style-type: none">a) If following a Non-Fault Accident or an At-Fault Accident you do not want to use the AA Accident Assist service, we can still arrange the recovery of your Vehicle. In such circumstances, you'll be responsible for paying our charges for the recovery.b) To help us arrange a recovery, you must give us any relevant information we reasonably request.c) Where a recovery is arranged and specialist equipment is required, we will inform you of the cost of the specialist equipment in advance and you will be responsible for paying these costs.
What is not covered
Where you do not request services from us at the time of the accident 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 services (either to you or the provider).
General points to note regarding Accident Recovery
Please note that following an accident or otherwise, it remains your responsibility to ensure you properly comply with all requirements of your motor insurer.

2. At Home

What is covered
At Home provides Breakdown cover at the registered home address and surrounding quarter of a mile.
What is not covered
All things excluded under Roadside Assistance (see 'What is not covered' on page 10).
General points to note regarding At Home
At Home is not active until 24 hours after you have bought it. If you need the At Home service sooner, you'll be charged an additional amount for that service.

3. National Recovery

What is covered
<ul style="list-style-type: none">a) National Recovery provides recovery of your Vehicle, along with the driver and up to 7 passengers to any single destination of your choice in the UK and is only available 24 hours after purchase (see our general terms & conditions, clause g, page 18).b) National Recovery is available when the AA provides either Roadside Assistance or At Home service and the AA cannot repair your Vehicle at the roadside or at your home.
What is not covered
<ul style="list-style-type: none">a) Recovery following a Road Traffic Accident, unless you agree to the terms of Accident Recovery. See b) Accident Recovery above.b) All things excluded under Roadside Assistance (see 'What is not covered' on page 10).c) Recoveries not arranged at the time of Breakdown.d) A second or subsequent recovery in relation to the same Breakdown event, after your Vehicle has been recovered by us. For example, if the location that you originally asked us to take you to is closed or inaccessible and you later ask us to recover you to that location, the second recovery will be chargeable.

If you need National Recovery when you are broken down

If you join and you need National Recovery within the first 24 hours of purchase, we may be prepared to provide National Recovery assistance for an additional cost. We'll agree how far we will take you during the Breakdown call. Any recovery beyond this will be chargeable. We'll confirm how much we will charge you at the time of purchase.

Compassionate National Recovery Assistance

If you or the driver of your Vehicle is unexpectedly taken ill during a journey and nobody else can drive for you to complete your journey, we may be prepared to make our National Recovery service available. This is given at our discretion, and we may ask you for proof of illness before service is provided (where appropriate).

6. Onward Travel

What is covered

- a) Onward Travel can be used 24 hours after policy purchase
- b) Onward Travel is available if We have attended the breakdown, the vehicle is immobile, and We cannot arrange a local prompt repair;
- c) You can choose one of the following:
 - i. a replacement vehicle; or
 - ii. overnight accommodation; or
 - iii. public transport costs which are described in detail on page 17 below.

What is not covered

- a) Onward Travel can only be arranged if it is requested at the same time as the Breakdown is reported. A replacement car must be requested at the same time as the Breakdown is reported, but can be arranged to start up to 3 working days after the Breakdown.
- b) Onward Travel is not available following an accident or self-induced fault (such as mis-fuelling, lost keys, or locking keys in your Vehicle).
- c) Onward Travel is limited to 3 claims in any one Membership Year.
- d) If you are already in a breakdown situation and you don't have Onward Travel, you are not able to buy it.

Replacement vehicle

What is covered

- a) The cost to supply a replacement mid-range saloon or hatchback type car for up to 3 days, by our chosen supplier, subject to availability.
- b) A collection and drop-off service may be available within a 30-mile radius of the breakdown or your chosen location, subject to availability. (UK mainland & Northern Ireland only).

What is not covered

- a) Additional charges incurred if you keep the replacement vehicle for longer than 3 days or choose to upgrade to a higher range vehicle.
- b) Fuel costs (including those resulting from pick-up, collection and drop-off for the vehicle).
- c) Any ferry, toll or congestion charges incurred in the replacement vehicle.
- d) Any insurance excess charges, or other insurance related charges (see important information below).
- e) Replacement vehicles cannot be supplied with a tow bar and therefore your caravan or trailer will have to, if eligible, be recovered under National Recovery with your Vehicle.
- f) We cannot provide a like for like replacement for your Vehicle (this includes being unable to provide a replacement hybrid or electric vehicle).

General points to note regarding replacement vehicles

- a) Replacement vehicles are supplied to you by our chosen suppliers.
- b) The hire agreement will be between you and the relevant supplier and will be subject to that supplier's terms and conditions. These will usually require or include (amongst other things):
 - i. Production of a full driving licence valid at the time of issue of the hire vehicle;
 - ii. Drivers to be aged at least 18, and for any under the age of 21, vehicle hire may be subject to the use of their own insurance, where available. Any costs incurred in this event will not be covered;
 - iii. A valid credit or debit card is required. Alternatively, the supplier will require a deposit and may undertake a simple credit check before releasing the vehicle to you;
 - iv. Drivers aged 18-21 years are restricted to an economy hatchback type vehicle;
 - v. Availability of the collection and drop-off service will be discussed with you at the time of hire; and
 - vi. If the AA's chosen supplier refuses hire for any reason, subject to price approval and authorisation from the Onward Travel team, you are entitled to arrange a hire vehicle from another provider. Claims for the reimbursement of costs can be made to the Onward Travel claims team (see page 2 for contact details).

Alternative Transport Costs

What is covered

Costs for alternative transport for the driver and up to a maximum of seven passengers (see clause h of our general terms & conditions on page 18) travelling to a single UK destination that have been authorised in advance by the Onward Travel team (see page 2 for contact details).

What is not covered

Costs not agreed and authorised by the Onward Travel Team.

Overnight Accommodation

What is covered

We'll arrange and pay directly for one night's bed and breakfast on the day of the Breakdown at a hotel of our choice for the driver and up to a maximum of seven passengers (see clause h of the general terms and conditions on page 18).

What is not covered

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

General Terms & Conditions

What is not covered

Breakdown cover does not provide for:

- a. **Any vehicle servicing or re-assembly**, routine vehicle servicing or putting right work that you, a garage or third party have undertaken;
- b. **Garage labour costs**: the cost a garage charges you for a permanent repair after we've done a temporary repair at the roadside.
- c. **Service to vehicles at a garage**: If any work has been undertaken by a garage we will not attend.
- d. **Service to vehicles on private property**: we cannot carry out repairs to your Vehicle on private property unless you have the permission of the owner.
- e. **Fuel draining**: putting it right if you put in the wrong fuel or oil. We can offer you our Fuel Assist service (which you will need to pay for).
- f. **Storage of your Vehicle**: if we have to store it for any reason, you will have to pay the storage costs and the vehicle will be stored at your risk.
- g. **Responsibility when we have recovered your Vehicle**: When we have delivered the vehicle to your required location we will have no further responsibility for the vehicle.
- h. **Assistance for excess passengers**: transport or accommodation for more passengers than there are seats in the vehicle up to a maximum of eight people in total.
- i. **Trade transportation**: the provision of service to vehicles bearing trade plates or vehicles that we have reason to believe have just been bought at auction.
- j. **Transporting from trade premises**: we cannot provide assistance if you are moving the vehicle as part of a commercial activity
- k. **Locksmiths, tyre, glass or bodywork specialists costs**: we will not cover locksmiths, tyre, glass or body work specialist costs. We can arrange these services at your request and at your cost.
- l. **Transporting animals**: we may agree to transport an animal, at our sole discretion and if we agree to do so it'll be at your risk and it is your responsibility to secure any animal being transported. We will not recover horses or livestock.
- m. **Assistance animals**: We will transport assistance dogs, unless it is not possible for health and safety reasons. It is helpful to tell us about your situation so we can arrange additional adjustments and further tailored support. In these instances we would ask you to call us on 0800 262 050, text phone users can prefix any of our numbers with 18001. Alternatively make our call handler aware at the time of reporting your breakdown.
- n. **Participation in sporting events**: we will not attend your Vehicle if it's been involved in motor racing, off-road driving, rallies, track days, duration or speed tests;
- o. **Malicious damage or Vandalism**: we cannot provide help if your Vehicle cannot be driven due to malicious damage or vandalism. We can arrange recovery but you will need to pay for this (and claim it back from your motor insurer).
- p. **Commercial use**: we will not provide service to vehicles that are used to carry items or people for money

General rights to refuse service

If you are refused service by us, you have the right to an explanation in writing. We reserve the right to refuse to provide or arrange assistance where the service request is for, or relates to:

Repeat Breakdowns within 28 days:	A repeat Breakdown that occurs within 28 days of us attending a Breakdown caused by the same or a similar fault (including running out of fuel). Any service given for the same or similar fault within 28 days will be chargeable unless you can provide proof that you have had a permanent repair carried out by a garage.
Unattended Vehicles:	You must be with your Vehicle when we attend.
Unsafe, unroadworthy, unlawful etc. Vehicles:	Where in our reasonable opinion, before the relevant Breakdown or accident, your Vehicle was dangerous, overladen, unroadworthy or otherwise unlawful to use on a public road. The Vehicle must have a current excise licence (that is, up to date vehicle tax, unless exempt), a current MOT test certificate (unless exempt) and have in force valid motor insurance to the minimum level required under UK law;
Assistance for unsafe or unlawful activities	We can't provide help if it would involve breaking the law or a breach of our health and safety duties, for example, working on post production conversions from conventional fuel to electric, if we can't confirm this to be safe;
Delay in reporting:	We won't attend where the Breakdown is not reported within 24 hours of you becoming aware of the Breakdown.
We cannot confirm your membership:	<p>If you cannot produce a valid AA membership card (or appropriate receipt) and some other form of identification, and if your payments are not up to date. We reserve the right, at our discretion, to offer service on the immediate payment (by credit or debit card) of the usual price for the relevant cover required, plus a supplementary charge for joining while already requiring assistance. The cost of this will be confirmed to you prior to purchase. No refunds will be given if entitlement to Breakdown cover cannot be proved, or simply because your Vehicle cannot be fixed at the roadside.</p> <p>Any services provided under Onward Travel must be paid for in advance by you and will be fully refunded if it can be established that entitlement to Onward Travel was held at the time of the Breakdown.</p>
Unreasonable behaviour	<p>Where you or anyone accompanying you:</p> <ul style="list-style-type: none"> (i) is behaving or has behaved in a threatening or abusive manner; or (ii) have falsely represented entitlement to services that you are not entitled to; or (iii) have assisted another person in accessing our services they are not entitled to; or (iv) owe us money with regards to any services, spare parts or other matters.
The recovery of unaccompanied children	The recovery of any child under 16 years of age unless they are accompanied at all times by an adult

Excessive usage	Regardless of your level of cover, we reserve the right to limit service or entitlements to you where, in our opinion, your service use is deemed excessive or unreasonable. If we identify a trend of excessive usage, you will be notified that any further assistance provided by us will be chargeable or we reserve the right to cancel.
Failure to maintain Vehicle	Including, but not limited to, failure to seek a permanent repair following any temporary repair carried out by us, or due to lack of routine vehicle maintenance or continued failure to maintain fuel or charge in your Vehicle.

Any additional services made available by us are purely on a discretionary basis and may be withdrawn at any time.

Service from our dedicated Patrols may not always be available and we may send a garage agent. We'll only accept responsibility for the actions of an agent where they are acting on our instruction.

Our 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. Whilst our Patrols will exercise such care and skill as is reasonable in a roadside emergency situation, completion of an emergency repair can't be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned.

Cancellation

Your right to cancel

You can cancel your policy at any time. The amount you'll get back or the amount we'll charge you will depend on whether: (i) you cancel within the cooling off period (which begins from the moment you purchase your policy and continues until 14 days from the start date or the date you receive your documents, whichever is later); (ii) the type and length of policy you have (e.g. continuous or annual); and (iii) whether you have used our service.

Payment Option	Within cooling off	After cooling off
Continuous cover	<p>If you have not used service We'll refund the monthly/quarterly premium paid less a cancellation fee.</p> <p>If you joined requiring service and have used the service We'll refund the monthly premium paid less the charges for assistance provided.</p>	<p>If you're paying monthly or quarterly you can cancel your cover at any time by giving a minimum of 30 days' notice. No refunds will be considered upon cancellation and cancellation will take effect at the next payment date following the end of the notice period.</p> <p>If you downgrade your level of cover held then this will take effect at the next payment date and no part refund of premium will be due.</p>
Annual cover	<p>If you have not used service You will receive a full refund of the premium paid less the cancellation fee.</p> <p>If you joined requiring service and have used the service You will receive a full refund of the premium paid less the charges for assistance provided.</p>	<p>No refund will be given unless:</p> <ol style="list-style-type: none">1) you or, where the Membership is Joint or Family, any other nominated person on the Membership, dies;2) if you are permanently unable to drive due to illness or injury (where the Membership is Joint or Family, this will also apply to any other nominated persons on the Membership) <p>Any refund will be on a pro rata basis.</p>

Our right to cancel

We have the right to cancel your Breakdown cover (or any extensions to your membership) by giving you 45 days' notice. We also have the right to immediately cancel your Breakdown cover (or choose not to renew or accept a new application for Breakdown cover for the same Member) where:

Refusal of service	We have been entitled to refuse service on more than one occasion since the membership first began.
Relationship breakdown	In our reasonable opinion, there has been: - a breakdown in our relationship with you as a result of your conduct; or - an occurrence or circumstance that would damage or harm our reputation.
Cancellation	We have cancelled your Breakdown cover and asked you not to rejoin.
Failure to maintain Vehicle	Includes but not limited to failure to seek a permanent repair following any temporary repair carried out by us, or due to lack of routine vehicle maintenance or continued failure to maintain fuel or charge in your Vehicle.
Unacceptable behaviour	You or anyone accompanying you has used threatening or abusive behaviour or language, or intimidated or bullied our staff or suppliers in any way.
Service abuse	If you hold Breakdown membership in relation to a Vehicle which is used to carry items or people for money
Late payment	If any premium or other related charge is overdue.
Prior refusal	If we have in the previous 12 months chosen not to renew a separate membership relating to you or your Vehicle; or
Excessive Usage	Regardless of your level of cover, we reserve the right to limit service or entitlements to you where, in our opinion, your service use is deemed excessive or unreasonable. If we identify a trend of excessive usage, you will be notified that any further assistance provided by us will be chargeable or we reserve the right to cancel

Where we cancel your Breakdown cover, the cancellation will take effect from your receipt of our written cancellation notice. You will be deemed to receive the notice two days from the date of our letter of cancellation (where we write to you), or immediately (if we notify you electronically).

If we cancel your membership, we will issue a pro rata refund (calculated on a daily basis) of the premium based on the unexpired cover at cancellation.

Suspension (Annual Cover Only)

If your circumstances change so that you temporarily do not require your Breakdown cover, you may be entitled to suspend your membership once in each Membership Year, for a period of at least 90 days but for no more than 5 years, if:

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

Action Requested on cover held	Roadside Assistance, National Recovery, At Home	Onward Travel
Suspension	Suspended until end of nominated suspension period. No refund for unused cover.	Not available. Cancellation processed and pro rata refund issued for this cover.

You must contact us if you wish to reactivate the cover early. If you reactivate the cover whilst broken down, a charge may be payable, which will be confirmed to you at the time. When cover is reactivated, the terms and conditions in force at the time will apply.

Recurring Payment Authority

If you pay under a recurring payment authority and your account and/or card details change, we may receive from your bank/card provider, updated details to help continue to provide the services requested. If there are changes to your payment details please do also let us know.

Where a payment fails and we’ve not been made aware of a membership cancellation, we’ll try and re-present this payment. If we’ve provided Breakdown assistance to you or anyone entitled to cover under your membership, if afterwards it becomes apparent You have not paid for your membership or relevant cover, we will be entitled to charge you for this service.

Renewal

We reserve the right and are entitled not to renew annual cover or to change your premium.

Annual Cover	Continuous Cover
At least 2 weeks notice to confirm whether we’ll offer renewal and any changes to the premium.	No renewal. Provided the premium is paid, continuous cover continues until either you cancel or we cancel.
If you pay by Direct Debit or Continuous Credit Card authority your cover will automatically renew unless: (i) You tell us you don’t want to renew*; or (ii) We tell you that we will not renew * If you don’t tell us that you don’t want to renew in time to stop the direct debit being collected we will refund the full amount.	We may review the premium and will give you 45 days notice of the new premium. You can cancel within 14 days of being notified of the new premium. You will be entitled to a pro rata refund for any unused period for which a premium has been paid.

Changes to Terms and Conditions

	Annual Cover	Continuous Cover
Notice periods for changes	<p>We are entitled to make changes at renewal.</p> <p>Also if we need to make changes during the year for legal or regulatory reasons we will give you least 2 weeks' notice.</p>	<p>We will give you at least 45 days' notice of any changes to the premium or the Terms and Conditions.</p> <p>You can cancel within 14 days of being notified of a change to Terms and Conditions.</p>

Important Information

1. We shall not be liable for service failures or delays where we are faced with circumstances outside our reasonable control.
2. Our obligation is to provide help and attempt to repair your Vehicle, we don't accept any liability for any other losses or expenses that you incur as a result of your Vehicle breaking down. For the avoidance of doubt, nothing in these terms and conditions shall exclude or restrict our liability for negligence resulting in death or personal injury.
3. Failure to enforce or non-reliance on any of these terms and conditions by us will not prevent us from subsequently relying on or enforcing them.
4. None of the terms and conditions, or benefits, of your Breakdown cover are enforceable by anyone else other than you or someone you have authorised. 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.
5. The applicable laws of England and Wales apply to these terms and conditions. These terms and conditions are only available in English.
6. Any Membership that is suspected/proven to be linked to fraud will be cancelled immediately with your service stopped and any paid premiums retained. The named main member will be notified in writing if this action is taken. Fraud includes but not exclusively the misuse of your Membership package for non-named members and providing inaccurate/false information/ documents at time of application or service request.

Complaints

We aim to always provide you with a high level of service. 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.

Please see the contact information table on page 2 for details as to how to contact us.

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.

Please see contact information table to see how to contact them.

Financial Services Compensation Scheme (FSCS)

Onward Travel, which is provided by Acromas Insurance Company Limited and AA Accident Assist, which is provided by AA Underwriting Insurance Company Limited are covered by the FSCS.

If you were unable to use your Onward Travel cover because the insurer (Acromas Insurance Company Limited) was not able to cover those costs, you may be entitled to claims compensation from the FSCS. If you have AA Accident Assist and the underwriter AA Underwriting Insurance Company Limited are not able to cover the costs you have incurred relating to the AA Accident Assist claim you may be entitled to compensation from the FSCS. Your entitlement to compensation will depend on the type of business and the circumstances of the claim. General insurance (such as Onward Travel and AA Accident Assist), provided by a regulated insurer such as Acromas Insurance Company Limited Onward Travel and AA Underwriting Insurance Company Ltd for AA Accident Assist) is covered for 90% of the claim, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.

AA – Roadside Assistance – Privacy Notice

Use of your personal data

This short form privacy notice provides a summary of how your personal data is used by the AA Group. The data controllers of our Roadside policies and products are the Automobile Association Insurance Services Limited (which sells you the policy), Automobile Association Developments Limited (which provides the services to you).

For full details please visit our privacy notice at <https://www.theAA.com/privacy-notice-breakdown-services>. The privacy notice sets out full details about how we use your information and include the contact details of the Data Protection Officer.

We may update those privacy notices from time to time.

Personal data we hold, use and the reasons for processing

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

Disclosures and Transfers

We share your information within the AA Group companies, and our suppliers and business partners, as well as government organisations where required for the reasons described above.

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

Your rights

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

You have the right to be informed about the processing of your personal information; to have your personal information corrected; to object to processing; to request restriction of processing; to have your personal information erased; to request access to your personal information and how we process it; to move, copy or transfer your personal information; and rights in relation to automated decision making which has a legal effect or otherwise significantly affects you.

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

Part 2. Breakdown Cover Arrangement & Administration Contract – Summary of Your Contract with AAIS

AAIS arranges and administers your Breakdown cover (your “Cover”). This is a summary of what AAIS does for you. The full terms and conditions of AAIS’s contract with you can be found here www.theAA.com/breakdown-cover/AAISL-Contract. This contract lasts for the same time as your Cover and ends at the same time as your Cover terminates.

1. Who regulates AAIS?

AAIS is authorised and regulated by the Financial Conduct Authority (FCA).

2. Which companies does AAIS deal with?

AAIS acts as agent for the following insurers (“the Insurers”)

Insurer	Product
Automobile Association Developments Limited (trading as AA Breakdown Services)	Roadside Assistance, At Home and National Recovery
Acromas Insurance Company Limited	Onward Travel
AA Underwriting Insurance Company Limited	AA Accident Assist

3. What services does AAIS provide?

AAIS provides the following services to you:

- Providing information about Breakdown over on offer:
- Arranging your Cover.
- Administering your Cover:
- Making changes to your Cover:

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

AAIS will normally charge an arrangement and administration fee for its services AAIS will always inform you in advance of its fees and the amount payable. The full terms and conditions give information about circumstances in which you will be entitled to a refund of fees if you cancel.

5. Payments for your Cover

AAIS will tell you about any other charges relating to your Cover.

AAIS has authorised Automobile Association Developments Limited (AADL) to act as its agent for the purposes of receiving any amounts due under your contract with AAIS. Payments will be taken using the payment method provided when purchasing your Cover. If you're 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 Cover before making any such refund.

5. Changes to Terms & Conditions

Annual cover: AAIS will notify you of changes any of these Terms and Conditions at renewal or will give you at least two weeks' notice of any changes that are necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

For continuous cover (when you pay monthly or quarterly): AAIS will notify you by giving at least 45 days prior notice of changes to any of these Terms & Conditions (and to the fees payable) during a continuous cover contract,

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

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.

AA Underwriting Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar. Registered office: Unit 2.1 Waterport Place, 2 Europort Road, Gibraltar, GX11 1AA. AA Underwriting Insurance Company Limited is a member of the Association of British Insurers. Registered Number 106606 (Gibraltar).

AA