

Fleet Pay For Use Breakdown Assistance Terms and Conditions

May 2018



Welcome to the AA

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

Please read this booklet carefully and keep it in a safe place as any use of your Fleet Pay For Use Breakdown Assistance is subject to these Terms & Conditions.

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If you require assistance

Where assistance is available

Fleet Pay For Use Breakdown Assistance detailed in this Agreement applies when the relevant Eligible Vehicle first becomes stranded in the United Kingdom.

European Breakdown Services are available to Truck Rescue customers with vehicles over 3.5 tonnes in weight. Please see page 11 for details.

How to contact the AA

If the Eligible Vehicle has broken down and requires assistance, please contact the AA on the telephone numbers provided on the back cover. 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

The AA recommends that the breakdown card is kept in the Eligible Vehicle as the Driver will require the card to access service. Please note that the AA is entitled to assume that anyone driving or travelling in the Eligible Vehicle is authorised by You to request assistance for that vehicle. You must make all Drivers aware of the terms of Your Fleet Pay For Use Breakdown Assistance and must give the Drivers copies of the breakdown information supplied by the AA in conjunction with the breakdown cards.

When the Driver contacts the AA for assistance s/he will be asked to show the breakdown card to ensure that only those customers entitled receive service. If assistance is required please be prepared to show this card.

If a valid breakdown card cannot be produced, the AA reserves the right to refuse service. For further details please refer to General Terms and Conditions, clause 12e, page 14.

Please also note that You should advise the AA immediately of any changes to contact name, company address and e-mail address. Please refer to General Terms and Conditions, clause 23, page 17.

If You're not an AA customer

If You are not entitled to any AA breakdown assistance services or You are not, at the time of the relevant Breakdown, entitled to the particular assistance service(s) You require, the AA may still be prepared to provide the required assistance. However, if so, the Driver will be asked to make payment by credit card for the relevant Fleet Pay For Use Breakdown Assistance, in accordance with the relevant Tariff.

Compliments and Complaints

If You have a compliment or complaint about Your Fleet Pay For Use Breakdown Assistance the AA really wants to hear from You. The AA welcomes Your comments as they provide the opportunity to put things right and to improve AA service.

Please phone us on
(Monday to Friday, 9am to 5pm)

0370 608 0277

Text phone users can ring

0800 32 82 810

Or write to;

Business Support,
AA Business Services,
Swallowfield One,
Wolverhampton Road,
Oldbury,
West Midlands
B69 2AG

Email

fleetcustomers@theAA.com

It is the AA's policy to acknowledge any complaint within five working days. The AA will advise You of who is dealing with Your concerns and, where possible, provide a response.

Definition of words and phrases used in this Agreement

Some common terms are used to make this Agreement 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) which 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.

‘Fleet Pay For Use Breakdown Assistance’ means Fleet Rescue and / or Truck Rescue as appropriate.

‘Breakdown’ means an event which:

- a) causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily brings the vehicle to a halt on its 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.

‘Customer’ ‘You’ and ‘Your’ means the individual, company or other organisation who has entered into this agreement for Fleet Pay For Use Breakdown Assistance and, if the context requires, includes reference to the Driver driving the Eligible Vehicle with Your consent.

‘Driver’ means the Driver of the Eligible Vehicle at the time of the Breakdown or accident.

‘Eligible Vehicle’/ ‘Your Vehicle’ means the Light Goods Vehicles (if any) and Large Goods Vehicles (if any) operated by You and which You have notified AA as being included in Your Fleet Pay For Use Breakdown Assistance.

‘Fleet Rescue’ means the services available in respect of Light Goods vehicles as described on page 8 and which is subject to the restrictions and exclusions detailed in these terms and conditions.

‘Goods’ means any items loaded on and / or in the relevant Eligible Vehicle at the time of the relevant Breakdown or accident (as appropriate).

‘Home Address’ means the address which the AA has recorded as the registered address of the Eligible Vehicle at the time of the relevant Breakdown or accident.

‘Large Goods Vehicles’ means vehicles over 3500kg (3.5 tonnes) gross vehicle weight and / or with a length in excess of 5.5m (18ft)

‘Light Goods Vehicles’ means vehicles under 3500kg (3.5 tonnes) gross vehicle weight and under 5.5m (18ft) in length

‘Recovery Unit’ means a vehicle used by the AA or its appointed agent in providing the various services specified herein.

‘Short Tow’ means a tow encompassing a round trip of up to 20 miles from Breakdown or accident (as appropriate) to delivery destination

‘Subscription Year(s)’ means the period of 12 months commencing from the start of Your Fleet Pay For Use Breakdown Assistance and each anniversary thereof

‘Tariff’ means the tariff chargeable for Fleet Pay For Use Breakdown Assistance from time to time, which excludes VAT and any other applicable taxes, which shall be charged in addition at the relevant prevailing rate

‘Truck Rescue’ means the services available in respect of Large Goods Vehicles, as described on page 10 and which is subject to the restrictions and exclusions detailed in these terms and conditions.

‘UK’ means Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

‘Western Europe’ means Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Moldova, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia-Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine.

Types of service

Fleet Pay For Use Breakdown Assistance provides services for Eligible Vehicles regardless of who is driving. Once an applicant has been accepted for Fleet Pay For Use Breakdown Assistance and has paid the yearly administration fee (more on this below), they only need to pay for Fleet Pay For Use Breakdown Assistance as and when the service is used.

The charges payable for Fleet Pay For Use Breakdown Assistance are set out in the Tariff (as updated from time to time). You will be sent a copy of the prevailing Tariff when you first sign up for Fleet Pay For Use Breakdown Assistance and, since AA may update it from time to time, You can obtain a copy of the prevailing Tariff by calling 0800 55 11 88 (option 1) between 9am and 5pm Monday – Friday (excluding bank and public holidays).

The Tariff and scope of Fleet Pay For Use Breakdown Assistance differs for Light Goods Vehicles and Large Goods Vehicles (more on this below).

Administration fees

An annual administration fee is charged on an annual basis. You will be notified in writing of the amount of Your administration fee and when Your administration fee is due for payment. The AA reserves the right to withdraw Fleet Pay For Use Breakdown Assistance if the annual administration fee is not paid when requested.

Fleet Rescue services

(Available in respect of Light Goods Vehicles only)

Fleet Rescue is available to Customers with valid Fleet Pay For Use Breakdown Assistance subscriptions when a Light Goods Vehicle has suffered a Breakdown or accident in the UK. The Tariff payable on receiving service will depend upon the services received. The services available under Fleet Rescue are as follows:

1. Roadside repair, including Home Start and Short Tow

Following a Breakdown in the UK whether at home or elsewhere, the AA will seek to repair Light Goods Vehicles where, in the opinion of the AA, they can be rectified and returned to a roadworthy condition within a reasonable time without the need of workshop attention. In the event that a Light Goods Vehicle cannot be so repaired, the AA will offer a Short Tow to a destination of the driver's choice at no additional cost.

2. Relay/Recovery

Following a Breakdown at which a Light Goods Vehicle cannot be repaired at the roadside or following an accident, the AA will recover the relevant Light Goods Vehicle to its original intended UK destination, or any other UK destination chosen by the Driver. N.B. There will be no additional charge under Relay/Recovery for a recovery that falls within the definition of a Short Tow (see above). All other recoveries will be charged in accordance with the relevant Tariff.

3. Accident Recovery (Winching and Lifting)

In the event of an accident in the UK, the AA will, if required, arrange for the winching and lifting of the Light Goods Vehicle prior to any other services being provided. This will be charged in accordance with the relevant Tariff.

4. Car Hire

The AA will, if requested, seek to arrange appropriate car hire for You in the UK. Such car hire shall have a minimum duration of 48 hours from the time of collection of the hired vehicle ("the Minimum Period of Hire"). The choice of vehicle supplier shall be at the AA's discretion unless expressly specified by You when You take out Fleet Pay For Use Breakdown Assistance.

All car hire arranged by the AA under these provisions is carried out on the basis that You enter into a contract of hire direct with the vehicle supplier. In no circumstances shall the AA be deemed to be the vehicle supplier. While the AA will bill You for the Minimum Period of Hire, it does so on behalf of the vehicle supplier. In the event that You incur hire car charges in excess of those relating to the Minimum Period of Hire, the hire car supplier will bill You direct.

The vehicle hire agreement will be between You or the Driver (as appropriate) and the relevant supplier and will be subject to that supplier's terms & conditions. These will usually require or include (amongst other things):

- Production of a full driving licence valid at the time of issue of the hire vehicle;
- Limits on acceptable endorsements;
- Limitations on the availability and/or engine capacity of the replacement vehicle;
- A cash or credit card deposit eg for fuel;
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months

Note: Suppliers' hire terms may change and do vary. The requirements listed above are not exhaustive and compliance with them does not guarantee availability of a hire car.

Failure to comply with the vehicle supplier's terms and conditions or to return the vehicle to the supplier as agreed may result in the supplier taking legal action against you. A replacement car will be provided at the point of Breakdown unless delayed at Your request, in which case You will be responsible for collection. In all cases You are responsible for the return of the vehicle.

In addition to all hire charges payable (in accordance with the relevant Tariff), You will be responsible for all other charges arising from the Driver's use of the hire vehicle, such as (without limitation) fuel costs, any insurance excess charges, and charges arising if the Driver keeps the vehicle for more than 48 hours.

Replacement vehicles cannot be supplied with a tow bar, and therefore any caravan or trailer attached to the relevant Eligible Vehicle at the time of the relevant Breakdown or accident will, if requested and eligible, be recovered under Relay/Recovery with the relevant Light Goods Vehicle. These recoveries will be charged in accordance with the relevant Tariff.

Truck Rescue services

(Available in respect of Large Goods Vehicles only)

Truck Rescue is available to Customers with valid Fleet Pay For Use Breakdown Assistance subscriptions when a Large Goods Vehicle has suffered a Breakdown or accident in the UK. The Tariff payable on receiving service will depend upon the services received. The services available under Fleet Rescue are as follows:

1. Roadside repair, including Home Start and Short Tow

Following a Breakdown in the UK whether at home or elsewhere, the AA will seek to repair Large Goods Vehicles where, in the opinion of the AA, they can be rectified and returned to a roadworthy condition within a reasonable time without the need of workshop attention.

2. Recovery

Following a Breakdown at which the relevant Large Goods Vehicle cannot be repaired at the Roadside or following an accident, the AA will seek to recover the vehicle to its original intended UK destination, or any other UK destination chosen by the Driver. This will be charged in accordance with the relevant Tariff.

3. Accident Recovery (Winching and Lifting)

In the event of an accident in the UK, the AA will, if required, arrange for the winching and lifting of the Large Goods Vehicle prior to any other services being provided. This will be charged in accordance with the relevant Tariff

4. Car Hire

The AA will, if requested, seek to arrange appropriate car hire for You in the UK. Such car hire shall have a minimum duration of 48 hours from the time of collection of the hired vehicle ("the Minimum Period of Hire"). The choice of vehicle supplier shall be at the AA's discretion unless expressly specified by You when You take out Fleet Pay For Use Breakdown Assistance.

All car hire arranged by the AA under these provisions is carried out on the basis that You enter into a contract of hire direct with the vehicle supplier. In no circumstances shall the AA be deemed to be the vehicle supplier. While the AA will bill You for the Minimum Period of Hire, it does so on behalf of the vehicle supplier. In the event that You incur hire car charges in excess of those relating to the Minimum Period of Hire, the hire car supplier will bill You direct.

The vehicle hire agreement will be between You or the Driver (as appropriate) and the relevant supplier and will be subject to that supplier's terms & conditions. These will usually require or include (amongst other things):

- Production of a full driving licence valid at the time of issue of the hire vehicle;
- Limits on acceptable endorsements;
- Limitations on the availability and/or engine capacity of the replacement vehicle;
- A cash or credit card deposit eg for fuel;
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months

Note: Suppliers' hire terms may change and do vary. The requirements listed above are not exhaustive and compliance with them does not guarantee availability of a hire car.

Failure to comply with the vehicle supplier's terms and conditions or to return the vehicle to the supplier as agreed may result in the supplier taking legal action against you. A replacement car will be provided at the point of Breakdown unless delayed at Your request, in which case You will be responsible for collection. In all cases You are responsible for the return of the vehicle.

In addition to all hire charges payable (in accordance with the relevant Tariff), You will be responsible for all other charges arising from the Driver's use of the hire vehicle, such as (without limitation) fuel costs, any insurance excess charges, and charges arising if the Driver keeps the vehicle for more than 48 hours.

Replacement vehicles cannot be supplied with a tow bar, and therefore any caravan or trailer attached to the relevant Eligible Vehicle at the time of the relevant Breakdown or accident will, if requested and eligible, be recovered under Relay/Recovery with the relevant Large Goods Vehicle. These recoveries will be charged in accordance with the relevant Tariff.

European Assistance

- The AA will seek to procure the provision of breakdown assistance/recovery services for Large Goods Vehicles where they suffer a Breakdown in Western Europe, subject to the AA having made appropriate arrangements with third parties in the relevant locations.
- The AA arranges all such services in Western Europe as an agent of the relevant vehicle repairer/service provider and does not undertake any such work as principal. All work performed and parts supplied are subject to the terms and conditions of supply of the individual garage/repairer concerned. For the avoidance of doubt, the AA shall not be liable for any loss, damage or claims which may arise from any work carried out, or parts supplied by the garage/repairer concerned, however such loss, damage or claims may arise.
- The AA will transfer the rates charged by the relevant Western European service supplier into Sterling at the cost quoted in the Tariffs.

General Terms Applying to Fleet Pay For Use Breakdown Assistance

Payment for service

1. Customers receiving any services under Fleet Pay For Use Breakdown Assistance will be required to pay the AA for all services received. Full details of the Tariff, applicable from time to time, are available on request by calling 0800 55 11 88 (option 1).

Right to refuse applications

2. The AA reserves the right to refuse to accept the application of any applicant for Fleet Pay For Use Breakdown Assistance. In addition, the AA reserves the right to make its offer of service conditional upon an applicant's prior fulfilment of certain requirements as specified by the AA.

Eligibility of vehicles

3. It is Your responsibility to ensure that all vehicles for which assistance is required under Fleet Rescue or Truck Rescue are eligible for the service applied for by reference to the weight and length restrictions detailed on page 5 and 6. The AA reserves the right to withhold all service in regard to any vehicle that is ineligible for the Fleet Pay For Use Breakdown Assistance entitlement held. Please see page 5 for eligibility criteria.

Authority of Drivers to request service

4. When any request for service is made in which a valid Customer number is quoted, the AA shall be entitled to assume that the request is made with the authority of the relevant Customer. The Customer undertakes that where service has been provided under its Customer number, the Customer shall make full payment to the AA for all such services in accordance with the applicable Tariff.

Relevant Tariffs for Fleet Rescue and Truck Rescue

5. Different Tariffs apply to Fleet Rescue and Truck Rescue. The Tariffs in force at any particular time do not necessarily provide for every eventuality that may be encountered following a Breakdown or accident. If requested the AA will, at its discretion, endeavour to arrange other services, but the terms of these services will either be those of the particular supplier required, or as specified by the AA at the relevant time.

Revision of Tariffs

6. The AA reserves the right to revise the Tariff at any time (but normally such revisions shall not occur more frequently than once every 12 months). In addition (and without prejudice to the foregoing), the AA reserves the right to increase the Tariff at any time to take account of the introduction of, or any increase in, any duty, levy, or tax (including, without limitation, Value Added Tax) which becomes chargeable on any such sums.

Calculation of charges

7. Under the Tariffs, all charges calculated on a time basis are subject to a minimum of one hour per job, starting from the time attending AA representative/garage agent leaves its base location. After the first hour, charges are calculated by the quarter of an hour (or part thereof). The job is deemed finished when the attending AA representative / garage agent has returned to its base location.

Cost of replacement parts

8. Replacement parts/components are charged to the Customer at their retail price on the date of supply. Whilst the AA will seek to pass on to the Customer the benefit of any manufacturer's warranty held by the AA, the AA does not, itself, accept any liability for any such replacement parts/ components.

Charges for Relay / Recovery

9. Relay/Recovery services are charged on a round trip basis, i.e. the Recovery Unit's mileage / time is calculated as follows: the mileage / time from the Recovery Unit's base to the location of the Breakdown or accident (as applicable), plus the mileage / time from the scene of the Breakdown or accident (as applicable) to the chosen recovery destination plus the mileage/time of the Recovery Unit's subsequent return to its base location.

Fleet Rescue services are charged by reference to the mileage taken to complete the Recovery / Relay, whilst Tuck Rescue services are charged by the time taken to complete the Recovery / Relay.

Relay / Recovery services will be undertaken by the recovery method the AA considers most appropriate to the particular circumstances.

Transportation of passengers

10. In the event that the Eligible Vehicle is being Relayed / Recovered, the AA will permit the Driver and up to a maximum of 7 passengers to travel with the vehicle to its destination. The Driver and passengers must comply with all reasonable instructions given by the AA (or its representative) while the vehicle is being recovered. The Customer warrants that all Drivers will be competent to steer/control the relevant Eligible Vehicle in the event that the vehicle is recovered by way of a tow. The AA will seek to arrange, but will not pay for, additional passengers to be recovered separately. This will be charged in accordance with the relevant Tariff.

General exclusions

11. Fleet Pay For Use Breakdown Assistance does not provide for the following:

a) Any vehicle servicing or re-assembly

For example, where this is required as a result of neglect or unsuccessful work on the Eligible Vehicle (including, but not limited to, DIY vehicle maintenance) other than on the part of the AA or its agents;

b) Routine maintenance and running repairs

Such as radios, interior light bulbs, heated rear windows;

c) Having vehicles stored or guarded in your absence

d) Vehicles on private property

The provision of service when the Eligible Vehicle is on private property – e.g. garage premises, unless it can be established that the Driver has the permission of the relevant owner or occupier;

e) Excess passengers

The provision of service to any persons in excess of the number of seats fitted in the Eligible Vehicle at the time of the Breakdown or accident, or to anyone who was not, at such time, travelling in such vehicle. The AA will seek to arrange, but will not pay for, additional passengers to be recovered separately. This will be charged in accordance with the relevant Tariff.

f) Ferry, toll charges etc

Any ferry, toll or congestion charges incurred in connection with the Eligible Vehicle as a result of it being recovered.

e) 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 or its agents do, at their absolute discretion, agree to transport any animal, then this will be at Your / the Driver's own risk. It is the Driver's responsibility to secure any animal being transported or to make alternative arrangements for its transportation.

General rights to refuse service

12. The AA reserves the right to refuse to provide or arrange breakdown assistance under the following circumstances:

a) Unattended vehicles

The Driver is not with the Eligible Vehicle at the time of the Breakdown or accident and the Driver is unable to be present at the time assistance arrives.

b) Unsafe or unroadworthy vehicles

Where, in the AA's reasonable opinion, the Eligible Vehicle was, immediately before the Breakdown or accident, dangerous, overladen, unroadworthy or could not otherwise have been lawfully used on the public highway. Where service has been refused as a result of your vehicle being deemed dangerous, overladen or unroadworthy, the AA will seek to arrange but will not pay, to have it removed to a repairer.

c) Assisting where unsafe or unlawful

In the AA's reasonable opinion, and other than solely as a part of failure on the AA, the giving of service would involve a breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of the AA's health and safety duties.

d) Delay in reporting

In the AA's reasonable opinion, there has been an unreasonable delay in reporting the Breakdown or accident.

e) Cannot verify eligibility

Where the Driver cannot produce a valid entitlement card and some other form of identification and / or the AA is unable to verify that the appropriate entitlement is held, the AA reserves the right to refuse service. However, if the Driver is unable to prove entitlement to service, the AA may, at its discretion, offer service on the immediate payment (by cash or credit card) of the usual Tariff rate for the relevant service required.

f) Unreasonable behaviour

The AA reasonably considers that You or the Driver:

(ii) or anyone accompanying You or the Driver, is behaving or has behaved in a threatening or abusive manner to AA employees, patrols or agents, or to any third party contractor; or

(iii) have falsely represented that they are entitled to services to which You or the Driver are not entitled; 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.

g) Goods of a dangerous or hazardous nature

In the AA's reasonable opinion, the Eligible Vehicle contains or carries Goods of a dangerous or hazardous nature and/or where the vehicle bears, or should bear, a "Hazardchem" identification marker unless:

(i) the permission of the Customer is expressly given for such repair or recovery; and
(ii) such repair or recovery is properly authorised (where required) by any statutory or other relevant body, and is not otherwise in contravention of any statute or regulation;

(iii) the Customer agrees to indemnify the AA from and against any loss or damage which may be suffered as a result of the repair of the vehicle or the transportation of any such Goods; and

(iv) the AA agrees to provide such a service.

h) Removal of Goods

The AA shall not be under any obligation to provide Fleet Pay For Use Roadside Assistance where in the AA's reasonable opinion Fleet Pay For Use Breakdown assistance cannot be undertaken without all or part of the Goods being removed.

Upon the request of the Customer, the AA may be prepared to unload all or part of the Goods, the additional costs of such removal being for the account of the Customer.

i) Arrangement for transfer of Goods

If requested by the Customer, the AA may be prepared to make arrangements to transfer Goods to another vehicle whether or not owned by the Customer, or, if the relevant Eligible Vehicle is articulated, provide a suitable tractor to enable the trailer bearing the Goods to be moved. The provision of any such services shall be subject to separate contract.

Heavy or unusual loads

13. The AA shall not be obliged to undertake (or arrange) the recovery of any vehicle which the AA considers to bear an unduly wide, projecting, high, heavy or unusual load until such time as the AA has received from the Customer and/or the police details of a route by which the vehicle may be moved without danger and / or without causing damage to roads, other property, the vehicle, the Recovery Unit and / or the Goods, and the AA agrees to provide such service.

Use of agents

14. The AA may use appropriate agents to perform all or any part of the services to be provided. The AA will only accept responsibility for the actions of an agent where the agent is acting on the AA's instruction.

Requests for assistance

15. All requests for assistance must be made to the AA using the contact instructions provided by the AA from time to time. If You or the Driver contact a garage direct, You or the Driver will have to settle its bill and the AA will be under no obligation to reimburse you.

Responsibility following a road traffic accident

16. 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.

Emergency nature of breakdown service

17. 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 an Eligible Vehicle after a Breakdown, accident 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 Eligible Vehicle concerned.

Cancellation of Fleet Pay For Use Breakdown Assistance

18. The AA shall be entitled to cancel the contract with the Customer in whole or in part if the Customer shall become:

- a) bankrupt; or
- b) insolvent; or
- c) it shall compound with its creditors; or
- d) in the event of any resolution being passed in regard to the liquidation of the Customer; or
- e) if an administrative receiver or manager is appointed over all or any part of the Customer's assets or undertakings; or
- f) it shall cease to trade; or
- g) if the Customer is in material or persistent breach of any of these terms and conditions.

The AA also reserves the right to offset any monies owed to the Customer against any outstanding debt owed by the Customer to the AA.

19. The AA shall have the right to cancel this agreement if:

- a) the AA has been entitled to refuse service under clause 12f.
- b) Fleet Rescue and / or Truck Rescue was taken out where the AA was, or is, entitled to cancel an existing or previous account under sub-paragraph a) of this clause;

No refund shall be due following a cancellation by the AA under sub paragraph a) of this clause. In the event that the AA cancels a account in accordance with sub-paragraph b) above, the AA shall give Customers a pro rata refund of any administration fee provided to service has been given and subject to a minimum administration charge of £30.

20. The AA will not refund (in whole or in part) any annual administration payment made or give allowance against any payment due with regard to any unpaid subscription (which will remain due), in the event that, during the period of Fleet Pay For Use Roadside Assistance entitlement, any cancellation or alteration of service is requested by the Customer. Please note that nothing in this clause or these terms and conditions will affect your statutory rights.

Changes to Terms and Conditions

21. The AA is entitled to change any of these terms and conditions at renewal. The AA also reserves the right to make changes to these terms and conditions during the Subscription Year, on the giving on reasonable notice, where it considers this

necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

22. Nothing in these terms and conditions is intended to, or will, affect the statutory rights of Customers in any way that is not permitted by the applicable law.

Changes to your Personal Details

23. Changes to Your details must be notified to the AA immediately. This must be done by contacting the AA on 0800 55 11 88 (option 1), by e-mailing fleetcustomers@theAA.com or by writing to AA Business Services, Swallowfield One, Wolverhampton Road, Oldbury, West Midlands B69 2AG. Please note that changes to Your details can only be made by the named contact(s) on Your account.

Dispute resolution and arbitration

24. Any dispute, difference, claim or question arising between a Customer and the AA concerning the supply of services under Fleet Pay For Use Roadside Assistance shall (in the event that it cannot be resolved between the parties) be referred to the arbitration of a single arbitrator to be agreed by the parties or, in the absence of such agreement, to be appointed by the President for the time being of the Chartered Institute of Arbitrators. The costs of any such arbitration shall be awarded at the discretion of the arbitrator and the award of such arbitrator shall be final and binding. The arbitration shall be held in a mutually agreed location or in a location proposed by the arbitrator in the event of any failure to agree.

Matters outside the AA's reasonable control

25. While the AA seeks to meet the service needs of Customers 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, 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

26. The AA shall not, in any event, and to the extent permitted by law, have any responsibility for

a) any increased costs or expense; or

b) any loss of

(i) profit; or

(ii) business; or

(iii) contracts; or

(iv) revenue; or

(v) anticipated savings; or

c) any special, indirect or consequential losses incurred as a result of or in connection

with any service, whether resulting from tort (including negligence or breach of statutory duty), breach of agreement or otherwise. For the avoidance of doubt, nothing in this clause of these terms and conditions shall exclude or restrict the AA's liability for negligence resulting in death or personal injury. You shall ensure that Drivers are aware of this and that this is a condition of receiving assistance.

Enforcement of Terms and Conditions

27. If any term or condition as set out herein shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or condition or part shall to that extent be deemed not to form part of the agreement with the Customer but the validity and enforceability of the remainder of the terms and conditions shall not be affected.

28. Failure to enforce or non-reliance on any of these terms and conditions by the AA will not prevent the AA from subsequently relying on or enforcing them.

29. None of the terms and conditions, or benefits, of Fleet Pay For Use Breakdown Assistance are enforceable by anyone other than the Customer. For the avoidance of doubt, and without the above, any rights under The Contract (Rights or Third Parties) Act 1999, or any such replacement or amendment of such act, are excluded.

Loss or expense due to incorrect information

30. Any loss, damage or additional expense incurred by the AA as a result of incorrect information being given by the Customer will be passed on to the Customer for payment, and the Customer hereby agrees to make such payments.

Use of headings

31. The headings used in this document are for convenience only and shall not affect the interpretation of its contents.

Interpretation: use of English law and language

32. These terms and conditions shall be governed by and in accordance with the laws of England and Wales. Any amendments to such terms and conditions requested by the Customer will only be valid if agreed in writing by the AA. Any waiver by the AA of any of its rights hereunder shall not prevent any subsequent enforcement of any other rights. Any headings used herein are for convenience only and shall not affect the interpretation of these terms and conditions.

Accounts and Payments

1. The Customer shall be liable to pay the AA for the services supplied at the rates set out in the Tariffs and for any other costs applicable to the services supplied. The Customer shall make all such payments to the AA within 30 days of the date of the relevant invoice. If You fail to make any payment to the AA when it is due and there is no genuine dispute between You and the AA as to the amount outstanding, then without prejudice to any other right or remedy available to the AA, the AA shall be entitled to suspend any further services to You or charge You all reasonable costs and expenses involved in collecting the overdue payment. This may involve legal proceedings and using debt collection agencies together with interest (both before and after any judgement) on the amount unpaid at a rate of 2% above the official dealing rate of the Bank of England (the base rate) until payment in full is made (interest to be calculated on a daily basis). This provision is made in accordance with the late Payment of Commercial Debts (Interest) Act 1998.

2. If, in the opinion of the AA, it appears likely that the charges payable for the provision of any services under Fleet Pay For Use Breakdown Assistance will exceed the sum of £500+VAT, the Customer agrees to pay to the AA, upon request, such sum as shall be specified by the AA as an appropriate advance on payment. Should the Customer refuse or neglect to make such payment, then the AA may decline to provide service, but in the event that service is provided, any such refusal or neglect of the Customer shall not prejudice the AA's right to recover all sums due and owing in regard to the provision of such service.

3. The Customer must notify the AA in writing of any queries in regard to any invoice received within 14 days of the date of its receipt by the Customer. In the absence of any such query within the said 14-day period, the invoice will be deemed to be accepted. Invoice queries should be sent to Customer Services Department, AA Business Services, Swallowfield One, Wolverhampton Road, Oldbury B69 2AG or e-mail fleetcustomers@theAA.com.

4. The Customer agrees that in the event that it has queried any invoice, this shall not permit the Customer to withhold payment of all or part of any monies due for payment under any other invoice or invoices.

Use of your personal data

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

The AA plc and our Data Protection Officer

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

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

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

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

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

- **Telematics and driving information** about your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken (for example, if you have Car Genie);
- **Driving school assessment**, including feedback and analysis of your instructor;
- **Information about your use of products or services held with our business partners**, such as insurance policies, mortgage, savings or financial services and products;
- **Information we obtained from third parties**, including information about insurance risk, pricing, claims history, instances of suspect fraud and usage history;
- **Personal information which we obtain from Credit Reference Agencies and Fraud Prevention Agencies** (see the section on ‘Fraud Prevention Agencies’ below), including public (e.g. defaults, CCJs) and shared credit history, financial situation and financial history;
- **Fraud, debt and theft information**, including details of money you owe, suspected instances fraud or theft, and details of any devices used for fraud;
- **Criminal records information**, including alleged offences, for example if you apply for car insurance;
- **Information about your health or if you are a vulnerable customer;**
- **Information about your property**, such as location, value, number of rooms, property type and building work you’ve had done;
- **Financial details about you**, such as your salary and details of other income, details of your savings, details of your expenditure, and payment method(s);
- **Details about all of your existing borrowings and loans**, if relevant;
- **Information about your employment status**, if relevant;
- **Information about your property occupier status**, such as whether you are a tenant, live with parents or are an owner occupier of the property where you live at the time of your application;
- **Your residency and/or citizenship status**, if relevant, such as your nationality, your length of residency in the UK and/or whether you have the permanent right to reside in UK;
- **Your marital status, family, lifestyle or social circumstances**, if relevant to the product (for example, the number of dependents you have or if you are a widow or widower);
- **Information we buy or rent from third parties**, including demographic information, vehicle details, details of outstanding finance, vehicle claims history, marketing lists, publicly available information, and information to help improve the relevance of our products and services;
- **Insights about you and our customers** gained from analysis or profiling of customers;
- Where relevant, **information about any guarantor** which you provide in any application;

- **Third party transactions;** such as where a person other than the account holder uses the service, information about that person and the transaction; and
- **Tax information,** if relevant (for example, for savings accounts).

2. What is the source of your personal information?

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

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

3. What do we use your personal data for?

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

- Assessing an application for a product or service you hold with us, including considering whether or not to offer you the product or service, the price, the risk of doing so, availability of payment method and the terms;
- Managing products and services relating to the product or service, or application for one;
- Updating your records, tracing your whereabouts, and recovering debt;
- Managing any aspect of the product or service;
- To make automated decisions on whether to offer you a product or service, or the price, payment method, risk or terms of it;
- To perform and/or test the performance of our products, services and internal processes;
- To improve the operation of our business and that of our business partners;
- To follow guidance and best practice under the change to rules of governmental and regulatory bodies;

- For management and auditing of our business operations including accounting;
- To carry out checks at Credit Reference and Fraud Prevention Agencies pre-application, at application, and periodically after that;
- To monitor and to keep records of our communications with you and our staff (see below);
- To administer our good governance requirements and those of other members of our Group, such as internal reporting and compliance obligations or administration required for Annual General Meeting (“AGM”) processes;
- For market research and analysis and developing statistics;
- Assessing and profiling aspects of your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken (if relevant to your product or service);
- For direct marketing communications and related profiling to help us to offer you relevant products and service, including deciding whether or not to offer you certain products and service. We’ll send marketing to you by SMS, email, phone, post, social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match). Offers may relate to any of our products and services such as cars, roadside assistance, money and financial services, insurance, travel, member offers (“Member Benefits”) as well as to any other offers and advice we think may be of interest;
- To provide personalised content and services to you, such as tailoring our products and services, our digital customer experience and offerings, and deciding which offers or promotions to show you on our digital channels;
- To develop new products and services and to review and improve current products and services;
- To comply with legal and regulatory obligations, requirements and guidance;
- To provide insight and analysis of our customers both for ourselves and for the benefit of business partners either as part of providing products or services, helping us improve products or services, or assess or improve the operating of our businesses;
- To share information, as needed, with business partners (e.g. financial services institutions, insurers), account beneficiaries, service providers or as part of providing and administering our products and services or operating our business;
- To facilitate the sale of one or more parts of our business;
- To enable other AA group companies to perform any of the above purposes; and
- To process any donations made to the AA Charitable Trust

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

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

- 1) **Where it is needed to provide you with our products or services**, such as:

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

other than for providing products and services to you, as necessary for running our business or comply with legal or regulatory obligations.

- 3) To comply with our **legal obligations**
- 4) With your **consent or explicit consent**:
 - a) For some direct marketing communications;
 - b) For some of our profiling and other automated decision making; and
 - c) For some of our processing of special categories of personal data such as about your health, if you are a vulnerable customer or some criminal records information.
- 5) For a **public interest**, such as:
 - a) Processing of your special categories of personal data such as about your health, criminal records information (including alleged offences), or if you are a vulnerable customer.

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

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

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

6. How and when can you withdraw your consent?

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

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

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

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

To process your application, we'll perform credit and identity checks on you with one or more credit reference agencies (**CRAs**). Where you take insurance, financial or credit from us we may also make periodic searches at CRAs to manage your account with us. To do

this, we'll supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We'll use this information to:

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

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

The identities of the CRAs, their role as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail on our website.

When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

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

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

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

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

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

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

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

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

In this section, monitoring means any: listening to recording of, viewing of, intercepting of,

or taking and keeping records (as the case may be) of calls, email, text messages, social media messages, in person face to face meetings and other communications.

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

13. What about other automated decision making?

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

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

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

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

- For as long as we have reasonable business needs, such as managing our relationship with you and managing our operations;
- For as long as we provide goods and/or services to you and then for as long as someone could bring a claim against us; and/or
- Retention periods in line with legal and regulatory requirements or guidance.

15. What are your rights under data protection laws?

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

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

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

16. Your right to object

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

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

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

Changes to this privacy notice

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

Contact Us

If you have any questions about this privacy notice, or if you wish to exercise your rights or contact the DPO, you can use the contact details in your policy book or you can go to the Contact Us section of our website. Alternatively, you can write to AA PLC, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA, marking it for the attention of the DPO or email dataprotection@theaa.com.

AA 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.

Useful Contact Numbers and Addresses

We will be only too happy to assist you and to answer any questions that you may have.

Simply dial the number for the service you require.

Breakdown Assistance
Fleet Rescue:

0800 424 151

Truck Rescue:

0800 424 151

For general enquiries, to renew your membership or purchase European Breakdown Assistance:

Please phone us on

0800 55 11 88
(option 1)

Or write to:

AA Business Services
Swallowfield One
Wolverhampton Road
Oldbury B69 2AG

E-mail:

fleetcustomers@theAA.com

Internet:

theAA.com/business

SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation by sending an SMS to 07900 444 999.

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

Deaf, hard of hearing or speech-impaired customers may contact us using Text Relay.