

# **Breakdown Cover**

Terms & Conditions Booklet

January 2022

**Important information: Please read and retain**

**AA**

## Welcome to your Breakdown Cover policy

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This booklet sets out the Terms & Conditions of Your Breakdown Cover policy, which is an optional policy enhancement to your Car Insurance Policy.

Breakdown Cover involves contracting with Automobile Association Developments Limited\* (trading as AA Breakdown Services), which provides the breakdown assistance services provided under your Breakdown Cover policy.

If you are uncertain of this information, then please call Customer Enquiries on 0344 412 4684 where one of our advisors will be able to help.

\* Automobile Association Developments Limited is an insurer that is exempt from authorisation under the Financial Services and Markets Act 2000.

### **Demands & Needs**

Our Breakdown Cover enables you to choose from 2 cover levels designed to meet your demands and needs. Your Statement of Insurance shows the level of cover you have selected. The choices you have made will depend on your personal circumstances and therefore, please check your statement to ensure that the cover you have chosen continues to meet your needs.

<b>Cover Level</b>	<b>Customer Needs</b>
<b>Roadside</b>	Customers who need assistance in the event they breakdown more than ¼ mile away from their home address and recovery to a local repairer.
<b>National Recovery</b>	Customers who if we are unable to repair the vehicle, need their vehicle to be recovered to a single destination of their choice.

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Part 1. Breakdown Cover -  
Your contract with Automobile Association  
Developments Limited

# Your Breakdown Cover Policy in full

## If you require Breakdown Assistance

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### **Where cover is available:**

This Policy only applies for those ordinarily resident in the UK, travelling in a vehicle which first becomes stranded in the United Kingdom.

### **How to contact the AA:**

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

### **How the AA will identify that Your Vehicle is entitled to assistance:**

When You contact the AA for assistance You will be asked to provide the vehicle registration and address details to ensure that only those who are entitled to receive service do so. If You require assistance, please be prepared to provide this information.

If valid details cannot be produced, the AA reserves the right to refuse service. For further details please refer to General Terms & Conditions, clause 2f, page 14.

You should advise the AA immediately of any changes to name, address or vehicle.

### **If you are provided with breakdown assistance service(s) but default in making payment for your Breakdown Cover Policy:**

Subject to any statutory rights you may have as a consumer, if the AA provides breakdown assistance services under your Breakdown Cover Policy and subsequently it becomes apparent that you have not paid for your cover, then the AA will be entitled to charge you for the services actually provided.

## If you need to complain

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

There are several ways you can contact us:

Phone: 0344 209 0556  
0161 333 5910

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

Post: Customer Solutions  
The Automobile Association  
Lambert House  
Stockport Road  
Cheadle, Cheshire  
SK8 2DY

Fax: 0161 488 7544

Text users can contact us on any of our published telephone numbers via the "Next Generation Text Service" (formally Text Relay).

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.

## Definition of words and phrases used in this Policy

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

**'AA' 'We' 'Us' 'Our'** means the provider of the breakdown cover, which is Automobile Association Developments Limited (trading as AA Breakdown Services).

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

**'Breakdown'** means an event:

Which causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily to bring the vehicle to a halt on a journey because of some malfunction of the vehicle or failure of it to function, and after which the journey cannot reasonably be commenced or continued in the relevant vehicle.

**'Policyholder'** means the person to whom the policy documentation is addressed, and whose address is recorded with the AA as the home address of the vehicle registered under the relevant Breakdown Cover Policy.

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

**'Policy Year(s)'** means the period(s) of 12 months commencing from the start of the policy or from any anniversary of the start of that policy.

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

- The Policyholder and any person who is travelling in, and who requests assistance for Your Vehicle

**'Your Vehicle'** means:

- The vehicle which has been registered for cover with the AA at the time of the relevant breakdown; and provided always that any such vehicle meets the vehicle specifications set out on page 9.



## About Breakdown Cover

### Duration and Extent of Cover

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The duration of the Breakdown Cover policy is 12 months and can be paid for annually or via monthly instalments. Details of Your payment arrangement will be found in Your policy schedule. If cover is paid for under a recurring payment arrangement it will automatically be renewed alongside your Car Insurance Policy at the end of the Policy Year unless the Policyholder tells us otherwise or you if you have not renewed your Car Insurance Policy. The Policyholder will always be notified in advance of renewal and have the opportunity to cancel their Breakdown Cover Policy with effect from renewal.

### Service Control – Call Out Limits

Each Breakdown Cover Policy is limited to 1 call out per Policy Year. Service Control is designed to help keep Your Policy affordable by making sure that high use by a minority of Policyholders is avoided.

### Fees for additional call outs during the Policy Year

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If you require any additional call-outs, the AA may be prepared to provide the relevant service, on a one-off basis, upon payment of the relevant fee. This fee will be confirmed to you at the time you request assistance.

### Vehicle eligibility

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Breakdown assistance is only available for cars and vans which meet the specifications set out below.

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

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

**Maximum Vehicle Width:** 8ft 3in (2.55m) which constitutes the overall width of the vehicle bodywork excluding mirrors measured at the widest points

Assistance will also be provided for a caravan or trailer which was on tow at the time of the breakdown, provided that each vehicle falls within the above limits. The AA does cover electric cars, hydrogen vehicles and vans.

In addition to the general vehicle eligibility set out above, the following also apply:

- a) Breakdown Cover is only available for a vehicle:
  - (i) which has been registered with the AA at the time assistance is requested; and
  - (ii) which is a UK vehicle registered with the DVLA;  
It is possible to change the vehicle registered under Your Breakdown Cover during the Policy Year. Service will not be available for the new vehicle until 24 hours after the AA receives notification of the vehicle change.

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

### Breakdown Cover Policy

Breakdown Cover is only available as vehicle cover, for a registered (eligible) vehicle.

The below services are available as part of Your Breakdown Cover. The level of cover you have is detailed within Your Policy Schedule.

<b>Roadside</b>	This is the minimum level of cover and provides roadside assistance throughout the UK, 24 hours a day, every day of the year. Our aim is to fix Your car, but if it cannot be fixed it will be taken to a local repairer or a local destination of your choice, provided it is no further.
<b>National Recovery</b>	Recovery to a single UK destination of your choice if the AA is unable to fix Your car at the roadside following a breakdown. This means you can choose to be taken home, to your destination or anywhere else on the UK mainland, regardless of how far this may be.

#### Roadside

What is covered	What is not covered
<ul style="list-style-type: none"> <li>• Roadside is available if your vehicle is stranded on the highway more than a ¼ mile away from the Policyholders' Home Address following a breakdown</li> <li>• Roadside is available from the start date of your policy as stated in the Policy Schedule</li> <li>• If, following a breakdown, the AA or its appointed agent cannot fix your vehicle, it, together with the driver and up to a maximum of seven passengers, will be taken to the AA's choice of local repairer or to a local destination of your choice, provided it is no further than the distance to the repairer.</li> <li>• The AA will make a telephone call at your request following a breakdown</li> <li>• Any contract for repair, other than repairs carried out by the AA or its agent under your Breakdown Cover Policy, is between the person requesting the repair and the repairer – it is not the AA's responsibility to instruct the repairer to undertake any work required or to pay them for it. The AA does not guarantee that any recovery to a local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst the AA will endeavour to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed, and the AA does not provide any assurance or warranty with respect to any work carried out at your request by any third-party repairer.</li> </ul>	<ul style="list-style-type: none"> <li>• Fuel and parts (unless these are carried by the AA or its appointed agent, and in the case of fuel is required to get a vehicle that has run out of fuel to the nearest fuelling point, and/or in the case of parts those that are required to carry out the repair for which assistance was requested and cost £5 or less based on the AA's retail prices);</li> <li>• Oil;</li> <li>• Keys;</li> <li>• Other materials required to repair your vehicle;</li> <li>• Any supplier delivery service or call-out charges related to these items, and</li> <li>• The provision of service on private property without the relevant permission;</li> <li>• Storage costs</li> <li>• Any transport or other costs that you might incur or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany your vehicle while it is being recovered;</li> <li>• Routine maintenance and running repairs for example but not limited to radios, interior light bulbs, heated rear windows;</li> <li>• Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the policy, highways agency or emergency service</li> </ul>

## National Recovery

What is covered	What is not covered
<ul style="list-style-type: none"><li>• National Recovery is available from the start date of your policy as stated in the Policy Schedule (if you have chosen to purchase this cover level)</li><li>• National Recovery is available when the AA provides Roadside assistance and cannot repair your vehicle at the roadside</li><li>• National Recovery provides recovery of your vehicle, together with the driver and up to a maximum of seven passengers to any single destination of your choice in the UK</li><li>• National Recovery should not be used as a way of avoiding repair costs</li></ul>	<ul style="list-style-type: none"><li>• Recovery in cases of mis-fuelling. In such cases services will be restricted to a local tow provided under your Roadside cover;</li><li>• All things excluded under 'Roadside' 'What is not covered'</li></ul>

## General Terms & Conditions

### General exclusions

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1. Breakdown Cover does not provide for:

a. **Any vehicle servicing or re-assembly**

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

b. **Garage labour costs, that is**

the cost of garage or other labour required to repair Your Vehicle, other than labour provided by the AA or its agents at the scene of the breakdown;

c. **Fuel draining, that is**

any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. In the event of the introduction of an inappropriate substance which results in the need to drain or remove fuel, lubricants or other fluids, the only recovery the AA will make available to you will be to arrange for your vehicle, the driver and up to 7 passengers to be taken to the AA's choice of relevant local repairer or another location of your choice, provided it is no further, but you will have to pay for any work required;

d. **Failure to carry a serviceable spare, that is**

any additional charges resulting from Your failure to carry a legal and serviceable spare wheel or tyre, except where this is not provided as manufacturers' standard equipment. The AA will endeavour to arrange on your behalf, but will not pay for, assistance from a third party;

e. **Having Your Vehicle stored or guarded in Your absence**

in the event that the AA does agree, or needs, to arrange storage of Your Vehicle, for example without limitation, because the AA is not reasonably able to locate the delivery address You have provided or You have not provided, or do not provide when the AA requests, adequate delivery instructions, the AA will be entitled to charge You reasonable storage charges;

f. **Service to Vehicles on private property unless relevant permission is given, that is**

the provision of service when Your Vehicle is on private property e.g. garage premises, unless You can establish that You have the permission of the owner or occupier;

g. **Excess passengers, that is**

the provision of any service or benefit to or for any persons in excess of the number of seats fitted in the vehicle at the time of breakdown, or to anyone who was not travelling in the relevant vehicle at the time of the breakdown. If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation;

h. **Ferry, toll charges**

Any ferry, toll or congestion charges incurred in connection with Your Vehicle as a result of it being recovered;

i. **Trade transportation, that is**

the recovery of any vehicles bearing trade plates or which the AA has reason to believe has just been imported or purchased at auction;

j. **Transporting from trade premises, that is**

the transportation of immobilised vehicles where the AA considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;

**k. Locksmiths, tyre, glass or bodywork specialists costs, that is**

the cost (including any call out charge) of any locksmith, glass, tyre or bodywork specialist, should the AA consider this to be required. The AA will endeavour to arrange this help on Your behalf, however it will not pay for these specialist services and any contract for services provided will be between You and the relevant specialist. If, in the AA's professional opinion, Your Vehicle requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by AA mechanics is required, the AA will arrange the recovery but at Your cost. If use of a locksmith or other specialist would, in the AA's professional opinion, mobilise the vehicle, no further service will be available for the breakdown in question;

**l. Specialist lifting equipment, that is**

the cost of any specialist lifting equipment (not normally carried by AA mechanics), if this is, in the view of the AA, required to provide assistance e.g. when a vehicle has left the highway, is standing on soft ground or is stuck in snow or floodwater. In these instances, the AA will arrange recovery but at Your cost. Once the vehicle has been recovered to a suitable location, normal AA service will be provided;

**m. Transporting animals, that is**

the transportation or arrangement of the transportation of any animal (guide dogs or hearing dogs will be transported together with their owner, unless this is not possible for health and/or safety reasons). The AA will not recover horses or livestock. If the AA does at its absolute discretion, agree to transport an animal, then this will be at Your own risk. It is Your responsibility to secure any animal being transported or to make alternative arrangements for its transportation;

**n. Participation in sporting events, that is**

assistance for vehicles broken down as a result of taking part in any "Motor Sport Event", including but not limited to racing, rallying, trials or time-trials or auto test. However, for the avoidance of doubt, the AA does not consider "Concours d'elegance" events, track test days for road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be Motor Sports Events.

## General rights to refuse service

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Please note: if a Policyholder is refused service by the AA the Policyholder has the right to an explanation in writing (see “If you need to complain” page 7 for Customer Solutions contact details).

2. The AA reserves the right to refuse to provide or arrange assistance where the service request is for, or relates to:

**a. Repeat breakdowns within 28 days, that is**

where service is requested to deal with the same or similar cause of breakdown (including running out of fuel or charge) to that which the AA attended within the preceding 28 days. It is Your responsibility to make sure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. The AA shall not be entitled to refuse assistance if the reason for the repeat breakdown is due to the negligence of the AA or its appointed agent;

**b. Unattended vehicles, that is**

where You are not with Your Vehicle at the time of the breakdown and You are unable to be present at the time that assistance arrives;

**c. Unsafe, unroadworthy, unlawful vehicles, that is**

where in the AA's reasonable opinion, immediately before the relevant breakdown, Your Vehicle was dangerous, overladen, unroadworthy or otherwise unlawful to use on a public road. Without restricting the generality of the AA's rights under this provision and Your responsibility to comply with all applicable legal requirements, please note that for a UK registered vehicle to be used or kept on a public road, and subject to any relevant exemption that may apply, the vehicle must have a current excise licence (that is, up to date vehicle tax) a current MOT test certificate and have in force valid motor insurance to the minimum level required under UK law;

**d. Assisting where unsafe or unlawful activities, that is**

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

**e. Delay in reporting, that is**

where the breakdown is not reported within 24 hours of you becoming aware of the breakdown. (The AA may agree to extend this period in exceptional circumstances);

**f. We cannot verify your policy, that is**

where You cannot produce a valid vehicle registration or address. If this cannot be produced, and the AA is unable to verify that the appropriate Breakdown Cover is held, the AA reserves the right to refuse service. The AA may, at its discretion, offer service on receipt of immediate payment (by credit, debit or switch card).

The cost of this will be confirmed to you prior to purchase. The amount paid will be fully refunded if it can be established that Breakdown Cover was held at the time of the breakdown (For information, please see section 4 of the Breakdown Cover Policy Arrangement and Administration Contract on page 17, for AAIS's fees in the event of refund). No refunds will be given if Your Policy entitlement cannot be proved, or simply because Your Vehicle cannot be fixed at the roadside

g. **Unreasonable behaviour, that is**

where the AA reasonably considers, on reasonable grounds, that You:

- (i) or anyone accompanying You, or who is receiving, or entitled to receive assistance in connection with Your Policy, is behaving or has behaved in a threatening or abusive manner to AA employees, mechanics or agents, or to any third party contractor; or
- (ii) have falsely represented that You are entitled to services that You are not entitled to; or
- (iii) have assisted another person in accessing AA services to which they are not entitled; or
- (iv) owe the AA money with respect to any services, spare parts or other matters provided by the AA or by a third party on the AA's instruction;

h. **The recovery of Unaccompanied children, that is**

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

## **Additional services**

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3. Any additional services made available by the AA which are not described in these Terms & Conditions are provided on a purely discretionary basis and may be withdrawn at any time.

## **Use of agents**

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

## **Requests for assistance**

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5. All requests for assistance must be made to the AA using the contact instructions provided by the AA from time to time. If You contact a garage direct, You will have to settle its bill and the AA will be under no obligation to reimburse You for the cost of call out or repairs.

## **Emergency nature of breakdown service**

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6. AA Patrols are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or roadworthiness of a vehicle after a breakdown or an emergency repair. In addition, whilst AA Patrols will exercise such care & skill as is reasonable in a roadside emergency situation completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned.

## **Cancellation of Breakdown Cover**

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7. You can cancel this policy without cancelling Your Car Insurance Policy. The following cancellation conditions apply.

Where You cancel the Car Insurance Policy then this Breakdown Cover policy will also be cancelled on the same date.

You will, for a period of 14 days from the date You receive the policy documentation or the

date You enter into the contract (whichever is later), have a right to cancel this Breakdown Cover policy and receive a refund. This refund will be subject to a charge for the period of cover You have received except where cover has not commenced prior to the end of this 14-day period, in which case You will be entitled to a full refund of the premium You have paid.

Beyond the above period. You may cancel this add-on at any time but no refund will be provided to You.

If you need to cancel this Breakdown Cover policy contact us on 0344 412 4684.

If You are paying for Your Car Insurance Policy and Breakdown Cover policy by instalments You irrevocably authorise AAIS, as Your agent, at AAIS' discretion to cancel both Your Car Insurance Policy and Your Breakdown Cover policy following and in accordance with any default notice sent to You. You also irrevocably authorise AAIS to receive any refund of premium due on Your Car Insurance Policy (AA Breakdown Cover policy premium being non-refundable) and apply it to pay or reduce any sums owed to AAIS.. Please see the terms and conditions of Your Car Insurance Policy for details as to the circumstances in which a refund may be payable on that policy. If Your AA Breakdown Cover policy is cancelled under this paragraph no refund of premium on this AA Breakdown Cover policy will be due and you will still owe AAIS any policy premium for this AA Breakdown Cover policy which remains unpaid. You must therefore pay the sum You owe to AAIS contained in the default notice in full.

### **AADL and AAIS**

We or AAIS may cancel this insurance by sending at least seven days written notice to Your last known address. A full pro rata premium refund will be allowed from the date of cancellation and a refund will be allowed regardless of whether a claim has been made under your Breakdown Cover policy. If We or AAIS cancel the Car Insurance Policy then this AA Breakdown Cover will also be cancelled on the same date. Any such cancellation by You, Us or AAIS will not affect any rights and responsibilities arising before cancellation takes place. We may cancel this insurance, if there are grounds to do so such as, non-payment, abuse of AAIS or AADL staff or suppliers, or You have provided AADL or AAIS with incorrect information and/or You have failed to provide correct information.

## **Renewal**

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8. Each year we'll send you renewal terms. If you don't want to renew your policy please let us know by calling 0344 412 4622.

## **Automatic Renewal**

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9. If you are paying for your AA Car Insurance Policy and Breakdown Cover policy through our instalment account over 12 months, and have agreed to allow us to automatically renew your policy each year, at the end of each 12-month period we will write to confirm if we can automatically renew your cover. If we are able to do this, unless we hear from you, your cover will automatically be renewed as specified in our letter. We will send you notice of any important changes that apply to your Policy. We will advise you of the premium and the new monthly instalment that you will have to pay and any changes to cover will take effect at renewal. If you're paying by credit card and have agreed to allow us to collect the renewal premium automatically each year, then unless we hear from you, and as long as your AA Car Insurance Policy is also being renewed, we'll renew your Breakdown Cover policy automatically at the end of the 12-month period. Prior to doing this we will send a written reminder of the premium that you will have to pay and a notice of any important changes that apply to your policy. If you wish to stop your policy from automatically renewing, please contact us to let us know. You can contact us by:

Online: [www.theAA.com/stop-auto-renew](http://www.theAA.com/stop-auto-renew)

Phone: 0344 412 4622

Post: AA Insurance Services, PO BOX 2AA, Newcastle, NE99 2AA



## Changes to Terms & Conditions

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10. The AA is entitled to change any of the Terms & Conditions at renewal. The AA also reserves the right to make changes to these Terms & Conditions during the Policy Year, on the giving of at least two weeks notice, where this is necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

## Changes to your Personal Details

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11. Changes to your name or address must be notified to the AA immediately. This must be done by contacting AAIS on 0344 412 4684 or by writing to AAIS at:

**AA Insurance Services, PO BOX 2AA, Newcastle, NE99 2AA.**

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

## Matters outside the AA's reasonable control

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12. While the AA seeks to meet the service needs of Policyholders at all times, its resources are finite and this may not always be possible. The AA shall not be liable for service failures where the AA is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside the AA's reasonable control include (but are not limited to) acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, roads that are not reasonably accessible by the AA, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

## Exclusion of liability for loss of profit etc

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

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

## **Enforcement of Terms & Conditions**

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14. Failure to enforce or non-reliance on any of these Terms & Conditions by the AA will not prevent the AA from subsequently relying on or enforcing them.
15. None of the Terms & Conditions, or benefits, of the Breakdown Cover Policy are enforceable by anyone else other than the Policyholder. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

## **Use of headings**

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

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

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17. Your Breakdown Cover Policy and these Terms & Conditions are governed and should be interpreted by the laws of England and Wales. The EEA State for the purpose of Breakdown Cover is the United Kingdom. The Terms & Conditions are written in English and all correspondence entered into shall be in English.

## **Fraudulent Applications**

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

We may:

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

Part 2. Breakdown Cover Policy Arrangement  
and Administration Contract –  
Your contract with AAIS

# Breakdown Cover Policy Arrangement and Administration Contract – Your Contract with AAIS

Set out below are the Terms and Conditions of your contract with Automobile Association Insurance Services Limited (“AAIS”) relating to AAIS’s arrangement and administration of your Breakdown Cover Policy.

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

## 1. Who regulates AAIS?

AAIS is authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority is an independent body that regulates the financial services industry in the UK. AAIS’s permitted business is that of an insurance intermediary dealing in and arranging contracts of general insurance. You can check this information on The Financial Services Register by visiting their website [www.fca.org.uk](http://www.fca.org.uk). The registration number is 310562.

## 2. Which companies does AAIS deal with?

AAIS deals with Automobile Association Developments Limited (trading as AA Breakdown Services) which provides the Breakdown Cover. AAIS acts as an agent of AA Breakdown Services, when accepting or refunding premiums. AA Breakdown Services is the only provider of breakdown assistance available through AAIS. AAIS may renew your cover to a different underwriter or notify you of a future change if the underwriter of AA products has changed for new policies for any reason.

## 3. What services does AAIS provide?

AAIS provides the following services to you:

- Providing information about breakdown cover on offer: AAIS will provide you with information on breakdown cover available from AA Breakdown Services.
- Arranging breakdown cover. Once you decide what cover you require, AAIS will arrange this for you with AA Breakdown Services), dealing with payment and issuing the relevant Policy documentation.
- Administering breakdown cover: After arranging breakdown cover AAIS will administer it on your behalf, including supplying replacement Policy documentation, keeping your Policy records up to date, dealing with enquiries; making changes to payment methods, renewing your cover (including Autorenouvel) and cancelling your cover (including refunds of premium on behalf of AA Breakdown Services
- If, during the currency of your Breakdown Cover, AA Breakdown Services wishes to alter the Terms & Conditions of Cover, AAIS will provide you with the relevant information. AAIS will, for compliance purposes, keep a copy of the policy that was issued to you. Communication by AAIS concerning any policy issued will be in English.

AAIS act for AA Breakdown Services in marketing its roadside assistance products: AAIS is authorised to act for AA Breakdown Services when entering into a breakdown assistance contract with you on their behalf.

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

AAIS will always inform you of, or confirm in writing, its fees for the services it provides under this contract and the fees will be identified separately from the Breakdown Cover premium.

AAIS will normally charge an arrangement and administration fee in relation to the services it provides. You will be advised, in advance, if this fee will apply, and the amount payable.

Subject to statutory rights you may have as a consumer, AAIS will not refund any of its fees except:

- a) If the AA refund fees in the circumstances set out in Clause 2f on page 14;
- b) If you cancel in circumstances set out in Clause 7 on page 15;

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

AAIS has authorised AADL to act as its agent for the purpose of receiving any amounts due under contract with AAIS. Payments will be collected using the payment method provided when purchasing your Breakdown Cover Policy.

If you are due a refund of premium following cancellation or another transaction, AAIS will be entitled to deduct any fee, charges or other sums you owe in respect of Breakdown Cover before making any such refund.

#### **5. Changes to Arrangement and Administration contract**

AAIS is entitled to change any of these Terms and Conditions at renewal. AAIS also reserves the right to make changes to these Terms & Conditions during the Policy Year, on the giving of at least two weeks notice, where this is necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

#### **6. Matters outside AAIS's reasonable control**

AAIS shall not be liable for service failures where it is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside AAIS's reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, roads that are not reasonably accessible by the AA, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default or suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

#### **7. Exclusion of liability for loss of profit etc**

AAIS shall not, in any event, and to the extent permitted by law, have any responsibility for

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

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

#### **8. Third parties**

None of the Terms & Conditions, or benefits, of this Contract are enforceable by anyone else other than the Policyholder. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

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

This contract is written in English and is governed by, and should be interpreted under, the laws of England and Wales.

#### **10. What to do if you have a complaint?**

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

There are several ways you can contact us:

Phone: 0344 209 0556 or 0161 333 5910

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

Post: Customer Solutions  
The Automobile Association Lambert House  
Stockport Road  
Cheadle, Cheshire  
SK8 2DY

Fax: 0161 488 7544

Text users can contact us on any of our published telephone numbers via the “Next Generation Text Service” (formally Text Relay).

We will either acknowledge your complaint within 5 working days of receipt, or offer you our final response if we have concluded our investigations within this period. If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 123 9 123  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Post: The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9GE

Please note that consumer disputes relating to a product or service that has been bought online may be submitted to the European Commission Online Dispute Resolution platform at the following website: <http://ec.europa.eu/odr>.

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

The activities of AAIS in arranging Breakdown Cover are covered by the FSCS. You may be entitled to compensation from the scheme if AAIS cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100 or 0207 741 4100.

#### **12. Use of headings**

The headings used above are for convenience only and shall not affect the interpretation of its contents.

## AA COMPANY DETAILS

**Automobile Association Developments Limited, trading as AA Breakdown Services**, is a provider 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.

**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. Registered in England and Wales Number: 2414212.

## USEFUL CONTACT INFORMATION

For Breakdown Assistance in the UK:	0800 88 77 66
To renew Breakdown Cover:	0344 412 4622
Enquiries or policy changes:	0344 412 4684
For Breakdown Assistance in the Republic of Ireland (under discretionary/reciprocal arrangements)	00800 88 77 66 44

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

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

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

theAA.com