

This document contains

AA (Uber Pro) Breakdown Assistance

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October 2020

Important information: Please read and retain

AA

AA (Uber Pro) Breakdown Assistance

Terms & Conditions

Welcome to the AA

A warm welcome to the AA. 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.

This booklet sets out the Terms & Conditions of the contracts entered into for AA (Uber Pro) Breakdown Assistance.

Please read this booklet carefully and keep it in a safe place as any use of your AA (Uber Pro) Breakdown Assistance is subject to these Terms & Conditions.

AA (Uber Pro) Breakdown Assistance is provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

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Your AA (Uber Pro) Breakdown Assistance

If you require assistance

Where assistance is available:

AA (Uber Pro) Breakdown Assistance only applies to Uber Pro partner-drivers travelling in an Eligible Vehicle (as defined by Uber) 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 **0330 102 8609**. It is important that you contact the AA because if you contact a garage direct you will have to settle the bill and neither the AA or Uber will reimburse you.

How the AA will identify that you are entitled to assistance:

You will be asked to provide your vehicle registration number to ensure that you are: 1) an Uber Pro partner-driver, eligible to receive AA (Uber Pro) Breakdown Assistance as determined by Uber and 2) driving an Eligible Vehicle, identified on your account with Uber (an "Eligible Vehicle").

If an eligible vehicle registration number cannot be produced, the AA reserves the right to refuse service. For further details please refer to General Terms & Conditions, clause 3f, page 9.

If you're not an Uber Pro partner-driver or haven't agreed to the AA (Uber Pro) Breakdown Assistance Terms and Conditions:

If you are not entitled to AA (Uber Pro) Breakdown Assistance or you are not, at the time of the breakdown, entitled to the particular assistance service(s) you require, the AA may still be prepared to provide the required assistance. However, if so, in addition to paying the usual price for the relevant AA product, a supplementary premium will be payable. The cost of this premium will be confirmed to you at the time of purchase.

Manufacturer Warranty

AA (Uber Pro) Breakdown Assistance will not provide breakdown assistance where You (or your vehicle) are entitled to breakdown assistance from the AA under the terms of an existing manufacturer warranty.

Payment Default:

Subject to any statutory rights you may have as a consumer, if the AA provides breakdown assistance services under your AA (Uber Pro) Breakdown Assistance, at your request or at the request of someone who the AA believes is entitled to request assistance under AA (Uber Pro) Breakdown Assistance, and subsequently it becomes apparent that you or the vehicle is not entitled to the service then the AA will be entitled to charge you for the services actually provided.

If you need to complain

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 5901
Email:	customersupport@theAA.com
Post:	Customer Solutions The Automobile Association Lambert House Stockport Road Cheadle, Cheshire SK8 2DY
Fax:	0161 488 7544

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

We will either acknowledge your complaint within 5 working days of receipt, or offer you our final response if we have concluded our investigations within this period.

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

Definition of words and phrases used in this document

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

'AA' means the provider of AA (Uber Pro) Breakdown Assistance being Automobile Association Developments Limited (trading as AA Breakdown Services) for Roadside Assistance, National Recovery (Relay) and At Home (Home Start)

'Breakdown' means an event (excluding an accident):

- a) which causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily brings the vehicle to a halt on a journey because of some malfunction of the vehicle or failure of it to function; and
- b) after which the journey cannot be commenced or continued safely or without further concern in the relevant vehicle.

'Non Fault Accident' means an accident where the AA considers liability rests with the other person.

'You', 'Your' means

- the Uber Pro partner-driver and

'Your Vehicle' means

- the vehicle which the Uber Pro partner-driver is driving at the time of breakdown

'Eligible Vehicle' means

- a vehicle registration number that has been provided to the AA by Uber as eligible for AA (Uber Pro) Breakdown Assistance.

About AA (Uber Pro) Breakdown Assistance

This section details the different kinds of service that is available under AA (Uber Pro) Breakdown Assistance.

Service under AA (Uber Pro) Breakdown Assistance is only available 24 hours from sign-up via the Uber driver app.

Eligibility for service

AA (Uber Pro) Breakdown Assistance is available for Uber Pro partner-drivers, for as long as they are an Uber Pro partner-driver and providing they are driving an Eligible Vehicle (as defined by Uber). You need to have agreed to the AA (Uber Pro) Breakdown Assistance Terms and Conditions at least 24 hours ahead of any need for breakdown assistance.

Duration

Your entitlement to AA (Uber Pro) Breakdown Assistance will end if you are no longer an Uber Pro partner-driver, if you haven't agreed to the AA (Uber Pro) Breakdown Assistance Terms and Conditions or if the agreement between Uber and the AA comes to an end.

Vehicle specifications

Assistance only available for cars, motorhomes, vans, minibuses or motorcycles (including quads and trikes) which meet the specifications set out below. Please note that "car, van, minibus or motorcycle" does not include, amongst other things, electric pavement vehicles, electrical wheelchairs, bicycles (including electric bicycles), any vehicle which cannot lawfully be used on the public highway and/or any non-motorised vehicle.

Maximum Vehicle Weight: 3.5 tonnes (3,500kg) gross vehicle weight
Maximum Vehicle Width: 8ft 3in (2.55m) which constitutes the overall width of the vehicle bodywork excluding mirrors, measured at the widest points.

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

Assistance is provided for electric and hydrogen cars, vans, minibuses and motorcycles.

Additional vehicle specifications/restrictions

In addition to the general vehicle specifications set out above, AA (Uber Pro) Breakdown Assistance is only available for an eligible Uber Pro partner-driver, driving an Eligible Vehicle at the time of breakdown. An Eligible Vehicle is defined by Uber. The AA will use information provided by Uber to define which vehicles are eligible at the point of breakdown.

Service Description – What is provided and what is not provided

AA (Uber Pro) Breakdown Assistance includes a set of AA products called Roadside Assistance, At Home and Recovery. What's included in those products is detailed below.

The AA will however only attend to provide AA (Uber Pro) Breakdown Assistance to You, in an Eligible Vehicle, for a maximum of 4 attendances in any 12 months.

Roadside Assistance

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

What is provided:

- Roadside Assistance is available if an Eligible Vehicle is stranded on the highway more than a quarter of a mile from your Home Address following a breakdown;
- Roadside Assistance is only available if You have signed-up at least 24 hours before the relevant breakdown in relation to which assistance is required occurred;
- 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.
- If Your Vehicle has run out of fuel or charge it will be taken to a local fueling station, repairer or charge point, whichever is applicable. This may not be a rapid charge point nor may it be in the direction which You were originally travelling;
- The AA will make a telephone call at Your request following a breakdown;
- Any contract for repair, other than repairs carried out by the AA or its agent under AA (Uber Pro) Breakdown Assistance, 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.

What is not provided:

- 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);
- oil;
- keys;
- other materials required to repair Your Vehicle;
- any supplier delivery service or call-out charges related to these items, and
- the provision of service on private property without the relevant permission;
- storage costs;
- Any transport or other costs that You might incur or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany Your Vehicle while it is being recovered;
- Routine maintenance and running repairs for example but not limited to radios, interior light bulbs, heated rear windows;
- Any recovery or tow following an accident (see clause 2, page 8)
- Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by You;

- A second or subsequent recovery, after Your Vehicle has been recovered following a breakdown;
- All things excluded under General Terms & Conditions (pages 7-11 / below).

At Home (Home Start)

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

What is provided:

- At Home (Home Start) provides access to the same service as is available under 'Roadside Assistance' following a breakdown or accident at or within a quarter of a mile of your Home Address.

What is not provided:

- All things excluded under 'Roadside Assistance' 'What is not provided' on page 6.

Recovery (Relay)

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

What is provided:

- Relay is available when the AA provides either Roadside Assistance or At Home (Home Start) service and the AA cannot repair Your Vehicle at the roadside or at Your home;
- Relay provides recovery of Your Vehicle for a maximum of 25 miles, together with the driver and up to a maximum of seven passengers to any single destination of Your choice (see also General Terms & Conditions, clause 1g, page 8). The AA retains the right to charge You for any recovery mileage over 25 miles.

What is not provided:

- Recovery in cases of mis-fuelling. In such cases service will be restricted to a local tow provided under Roadside Assistance;
- Recovery following a Road Traffic Accident, unless agreed by you to meet these costs or if making a claim under your insurance policy you agree for the AA to recovery this cost from your insurer. See General terms page 8, section 2;
- All things excluded under 'Roadside Assistance' 'What is not provided' on page 6.

General Terms & Conditions

General exclusions

1. AA (Uber Pro) Breakdown Assistance 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 or which is covered under AA Accident Assist;

- 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 than 25 miles, 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 to, 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**
the provision of any service to or for any persons in excess of the number of seats fitted in the vehicle at the time of breakdown, or to anyone who was not travelling in the relevant vehicle at the time of the breakdown. If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation;
- h. **Trade transportation**, that is the recovery of any vehicles bearing trade plates or which the AA has reason to believe have just been imported or purchased at auction;
- i. **Transporting from trade premises**, that is the transportation of immobilised vehicles where the AA considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;
- j. **Locksmiths, tyre, glass or bodywork specialists costs**, that is the cost (including any call out charge) of any locksmith, glass, or tyre 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;
- k. **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;
- l. **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.

2. Accident Recovery: Where a roadside repair is not possible

- a. If the accident is not a Non-Fault Accident, The AA may provide (but not pay for) recovery following an accident. If so, You will be responsible for paying the AA's charges for this assistance. Where an insurance claim is being made, we will seek to recover these charges from Your insurer and you will remain liable for these charges until full settlement is reached with Your insurance company. We reserve the right to reclaim our recovery cost provided under this policy from the insurer of a known third party driver, who was at fault in relation to the incident.
- b. If specialist equipment is required, You will be responsible for paying the cost of any equipment used. You must give the AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause. Please note that, following an accident, or otherwise, it is and remains Your responsibility to ensure that You properly comply with any requirements of Your motor insurer in making a claim under Your motor insurance policy.
- c. Where You do not request the services from us at the time of the incident and/or where You arrange for assistance and recovery services to be provided by another provider, we will make no contribution toward the cost of these (either to you or the provider).

General rights to refuse service

Please note: if you are refused service by the AA, you have the right to an explanation in writing (see “If you need to complain” page 4 for contact details).

3. The AA reserves the right to refuse to provide or arrange assistance where the service request is for, or relates to:
 - a. **Repeat breakdowns within 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 or accident and You are unable to be present at the time that assistance arrives;
 - c. **Unsafe, unroadworthy, unlawful etc vehicles**, that is
where in the AA's reasonable opinion, immediately before the relevant breakdown or accident, Your Vehicle was dangerous, overloaded, unroadworthy or otherwise unlawful to use on a public road. Without restricting the generality of the AA's rights under this provision, and Your responsibility to comply with all applicable legal requirements, please note that for a UK registered vehicle to be used or kept on a public road, and subject to any relevant exemption that may apply, the vehicle must have a current excise licence (that is, up to date vehicle tax), a current MOT test certificate and have in force valid motor insurance to the minimum level required under UK law;
 - d. **Assisting where unsafe or unlawful activities**, that is
where, and other than solely as a result of a failure on the part of the AA, the giving of service would involve a breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of the AA's health and safety duties);
 - e. **Delay in reporting**, that is
where the breakdown is not reported within 24 hours of You becoming aware of the breakdown. (The AA may agree to extend this period in exceptional circumstances);
 - f. **We cannot verify You as an Uber Pro partner driver**, that is
where You do not provide a Eligible Vehicle registration number and the AA is unable to verify you as an eligible Uber Pro partner-driver, driving an Eligible Vehicle, the AA reserves the right to refuse service.
However if You are unable to prove entitlement to service or You are aware that You do not hold entitlement to an AA service, the AA may, at its discretion, offer service on the immediate payment (by credit, debit or switch card) of the usual price for the relevant cover required, plus a supplementary premium for joining while already requiring assistance. The cost of this premium will be confirmed to you prior to purchase.
 - g. **Unreasonable behaviour**, that is
where the AA considers, on reasonable grounds, that You:
 - (i) or anyone accompanying You, or who is receiving or is entitled to receive assistance in connection with Your AA (Uber Pro) Breakdown Assistance, 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

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

Use of agents

5. Service from dedicated AA mechanics 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

6. All requests for assistance must be made to the AA using the contact instructions provided by in the Uber driver app. If You contact a garage direct, You will have to settle its bill and the AA or Uber will be under no obligation to reimburse You.

Emergency nature of breakdown service

7. AA mechanics are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or roadworthiness of a vehicle after a breakdown or an emergency repair. In addition, whilst AA mechanics 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

8. You have the right to remove yourself and your vehicle(s) from AA (Uber Pro) Breakdown Assistance. No refund will be due to You.

Changes to Terms & Conditions

9. The AA is entitled to make changes to any of these Terms & Conditions at any time, but will always give You at least 45 days prior notice of any such change(s).

Changes to your Personal Details

10. Changes to any details such as your name or address should be provided to the AA using the following email address: businesscustomersupport@theaa.com
The AA is entitled to serve any notice to be given under these terms and conditions, or any other materials it is required to give to You, by sending the same to the last address provided by You if the AA usually contact you by post, or the last email address provided by you if the AA usually contact you electronically

Matters outside the AA's reasonable control

11. While the AA seeks to meet the service needs of Uber Pro partner-driver 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, roads that are not reasonably accessible by the AA, 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

12. 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

13. 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.
14. None of the Terms & Conditions of AA (Uber Pro) Breakdown Assistance are enforceable by anyone else other than the Uber Pro partner-driver. 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

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

Interpretation: use of English law & language

16. Your AA (Uber Pro) Breakdown Assistance and these Terms & Conditions are governed and should be interpreted by the laws of England and Wales. The EEA State, for the purpose of AA (Uber Pro) Breakdown Assistance, is the United Kingdom. The Terms & Conditions are written in English and all correspondence entered into shall be in English.

Fraudulent Applications

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

AA Roadside Assistance – Privacy Notice

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

The AA plc and our Data Protection Officer (DPO)

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

Personal data we hold and use

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

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

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

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

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

Sources of your personal data

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

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

Reasons for holding and using your personal data

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

- 1) To provide you with our products or services or decide whether to do so:
 - a) Assessing an application for a policy, including considering whether or not to offer you the product or service, the price, the risk of doing so, availability of payment methods and the terms;
 - b) Providing you with your policy, member benefits and any other products or services held with the AA
 - c) Communicating with you and holding records about our dealings and interactions with you, your fellow policyholders and beneficiaries;
 - d) Making decisions about you or your policy, including your continued suitability for it, the risk of providing you with the policy, and assessing compliance with the policy terms;
 - e) To manage the operation of our business and those of our in-house or partner insurers or re-insurers;

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

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

Sharing and disclosures of your personal data

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

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

Withdrawing your consent

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

Transfers outside of the UK and Europe

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

Sharing with credit reference and fraud prevention agencies

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

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

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

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

Changes to your data

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

Monitoring communications

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

Use of automated decisions

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

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

- Assess your credit worthiness and ability - for example, if you are applying for credit and have a history of late or non-payment of debts, we may not be able to offer you credit or do so at a higher rate.
- Assess our ability to offer our products and services and manage those accounts – for example, we will take account of your history of using your policy or policies. If you or your beneficiaries

make claims or have calls outs or, or if we have concerns about potential use of a policy (for example, if you are in breach of the conditions) or circumstances this may result in a higher risk being assigned to you, meaning you may be quoted a higher price or a policy being declined or cancelled.

- Assess the risk of fraud - if we believe there is a significant risk of fraud, based on the information we hold or that is available to us, we may decline your application, quote a higher price or decline or cancel your policy or application.

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

Retention of your personal data

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

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

Your data protection rights

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

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

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

You have a right to object

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

Opting out of marketing

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

Changes to this privacy notice

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

Contact Us or our DPO

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

COMPANY DETAILS

Automobile Association Developments Limited, trading as AA Breakdown Services, is an insurer of breakdown assistance services 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.

AA (Uber Eats Pro) Breakdown Assistance

Terms & Conditions

Welcome to the AA

A warm welcome to the AA. 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.

This booklet sets out the Terms & Conditions of the contracts entered into for AA (Uber Eats Pro) Breakdown Assistance.

Please read this booklet carefully and keep it in a safe place as any use of your AA (Uber Eats Pro) Breakdown Assistance is subject to these Terms & Conditions.

AA (Uber Eats Pro) Breakdown Assistance is provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

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Your AA (Uber Eats Pro) Breakdown Assistance

If you require assistance

Where assistance is available:

AA (Uber Eats Pro) Breakdown Assistance only applies to Uber Eats Pro eligible couriers travelling in an Eligible Vehicle (as defined by Uber Eats) 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 **0330 102 8609**. It is important that you contact the AA because if you contact a garage direct you will have to settle the bill and neither the AA or Uber Eats will reimburse you.

How the AA will identify that you are entitled to assistance:

You will be asked to provide your vehicle registration number to ensure that you are: 1) an Uber Eats Pro eligible courier, eligible to receive AA (Uber Eats Pro) Breakdown Assistance as determined by Uber Eats and 2) driving an Eligible Vehicle, identified on your account with Uber Eats (an "Eligible Vehicle").

If an eligible vehicle registration number cannot be produced, the AA reserves the right to refuse service. For further details please refer to General Terms & Conditions, clause 3f, page 27.

If you're not an Uber Eats Pro eligible courier or haven't agreed to the AA (Uber Eats Pro)

Breakdown Assistance Terms and Conditions:

If you are not entitled to AA (Uber Eats Pro) Breakdown Assistance or you are not, at the time of the breakdown, entitled to the particular assistance service(s) you require, the AA may still be prepared to provide the required assistance. However, if so, in addition to paying the usual price for the relevant AA product, a supplementary premium will be payable. The cost of this premium will be confirmed to you at the time of purchase.

Manufacturer Warranty

AA (Uber Eats Pro) Breakdown Assistance will not provide breakdown assistance where You (or your vehicle) are entitled to breakdown assistance from the AA under the terms of an existing manufacturer warranty.

Payment Default:

Subject to any statutory rights you may have as a consumer, if the AA provides breakdown assistance services under your AA (Uber Eats Pro) Breakdown Assistance, at your request or at the request of someone who the AA believes is entitled to request assistance under AA (Uber Eats Pro) Breakdown Assistance, and subsequently it becomes apparent that you or the vehicle is not entitled to the service then the AA will be entitled to charge you for the services actually provided.

If you need to complain

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 5901
Email:	customersupport@theAA.com
Post:	Customer Solutions The Automobile Association Lambert House Stockport Road Cheadle, Cheshire SK8 2DY
Fax:	0161 488 7544

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

We will either acknowledge your complaint within 5 working days of receipt, or offer you our final response if we have concluded our investigations within this period.

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

Definition of words and phrases used in this document

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

'AA' means the provider of AA (Uber Eats Pro) Breakdown Assistance being Automobile Association Developments Limited (trading as AA Breakdown Services) for Roadside Assistance, National Recovery (Relay) and At Home (Home Start)

'Breakdown' means an event (excluding an accident):

- a) which causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily brings the vehicle to a halt on a journey because of some malfunction of the vehicle or failure of it to function; and
- b) after which the journey cannot be commenced or continued safely or without further concern in the relevant vehicle.

'Non Fault Accident' means an accident where the AA considers liability rests with the other person.

'You', 'Your' means

- the Uber Eats Pro eligible courier and

'Your Vehicle' means

- the vehicle which the Uber Eats Pro eligible courier is driving at the time of breakdown

'Eligible Vehicle' means

- a vehicle registration number that has been provided to the AA by Uber Eats as eligible for AA (Uber Eats Pro) Breakdown Assistance.

About AA (Uber Eats Pro) Breakdown Assistance

This section details the different kinds of service that is available under AA (Uber Eats Pro) Breakdown Assistance.

Service under AA (Uber Eats Pro) Breakdown Assistance is only available 24 hours from sign-up via the Uber driver app.

Eligibility for service

AA (Uber Eats Pro) Breakdown Assistance is available for Uber Eats Pro eligible couriers, for as long as they are an Uber Eats Pro eligible courier and providing they are driving an Eligible Vehicle (as defined by Uber Eats). You need to have agreed to the AA (Uber Eats Pro) Breakdown Assistance Terms and Conditions at least 24 hours ahead of any need for breakdown assistance.

Duration

Your entitlement to AA (Uber Eats Pro) Breakdown Assistance will end if you are no longer an Uber Eats Pro eligible courier, if you haven't agreed to the AA (Uber Eats Pro) Breakdown Assistance Terms and Conditions or if the agreement between Uber Eats and the AA comes to an end.

Vehicle specifications

Assistance only available for cars, motorhomes, vans, minibuses or motorcycles (including quads and trikes) which meet the specifications set out below.

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

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

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

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

Assistance is provided for electric and hydrogen cars, vans, minibuses and motorcycles.

Additional vehicle specifications/restrictions

In addition to the general vehicle specifications set out above, AA (Uber Eats Pro) Breakdown Assistance is only available for an eligible Uber Eats Pro eligible courier, driving an Eligible Vehicle at the time of breakdown. An Eligible Vehicle is defined by Uber Eats. The AA will use information provided by Uber Eats to define which vehicles are eligible at the point of breakdown.

Service Description – What is provided and what is not provided

AA (Uber Eats Pro) Breakdown Assistance includes a set of AA products called Roadside Assistance, At Home and Recovery. What's included in those products is detailed below. The AA will however only attend to provide AA (Uber Eats Pro) Breakdown Assistance to You, in an Eligible Vehicle, for a maximum of 4 attendances in any 12 months.

Roadside Assistance

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

What is provided:

- Roadside Assistance is available if an Eligible Vehicle is stranded on the highway more than a quarter of a mile from your Home Address following a breakdown;
- Roadside Assistance is only available if You have signed-up at least 24 hours before the relevant breakdown in relation to which assistance is required occurred;
- 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.
- If Your Vehicle has run out of fuel or charge it will be taken to a local fueling station, repairer or charge point, whichever is applicable. This may not be a rapid charge point nor may it be in the direction which You were originally travelling;
- The AA will make a telephone call at Your request following a breakdown;
- Any contract for repair, other than repairs carried out by the AA or its agent under AA (Uber Eats Pro) Breakdown Assistance, 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.

What is not provided:

- 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);
- oil;
- keys;
- other materials required to repair Your Vehicle;
- any supplier delivery service or call-out charges related to these items, and
- the provision of service on private property without the relevant permission;
- storage costs;
- Any transport or other costs that You might incur or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany Your Vehicle while it is being recovered;
- Routine maintenance and running repairs for example but not limited to radios, interior light bulbs, heated rear windows;
- Any recovery or tow following an accident (see clause 2, page 26)
- Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by You;
- A second or subsequent recovery, after Your Vehicle has been recovered following a breakdown;
- All things excluded under General Terms & Conditions (pages 25-29 / below).

At Home (Home Start)

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

What is provided:

- At Home (Home Start) provides access to the same service as is available under 'Roadside Assistance' following a breakdown or accident at or within a quarter of a mile of your Home Address.

What is not provided:

- All things excluded under 'Roadside Assistance' 'What is not provided' on page 24.

Recovery (Relay)

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

What is provided:

- Relay is available when the AA provides either Roadside Assistance or At Home (Home Start) service and the AA cannot repair Your Vehicle at the roadside or at Your home;
- Relay provides recovery of Your Vehicle for a maximum of 25 miles, together with the driver and up to a maximum of seven passengers to any single destination of Your choice (see also General Terms & Conditions, clause 1g, page 26). The AA retains the right to charge You for any recovery mileage over 25 miles.

What is not provided:

- Recovery in cases of mis-fuelling. In such cases service will be restricted to a local tow provided under Roadside Assistance;
- Recovery following a Road Traffic Accident, unless agreed by you to meet these costs or if making a claim under your insurance policy you agree for the AA to recovery this cost from your insurer. See General terms page 26, section 2;
- All things excluded under 'Roadside Assistance' 'What is not provided' on page 24.

General Terms & Conditions

General exclusions

- AA (Uber Eats Pro) Breakdown Assistance does not provide for:
 - 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;
 - Garage labour costs**, that is
the cost of garage or other labour required to repair Your Vehicle, other than labour provided by the AA or its agents at the scene of the breakdown or which is covered under AA Accident Assist;
 - 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 than 25 miles, but you will have to pay for any work required;
 - 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;
 - Having Your Vehicle stored or guarded in Your absence:**
In the event that the AA does agree to, 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**
the provision of any service to or for any persons in excess of the number of seats fitted in the vehicle at the time of breakdown, or to anyone who was not travelling in the relevant vehicle at the time of the breakdown. If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation;
- h. **Trade transportation**, that is the recovery of any vehicles bearing trade plates or which the AA has reason to believe have just been imported or purchased at auction;
- i. **Transporting from trade premises**, that is the transportation of immobilised vehicles where the AA considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;
- j. **Locksmiths, tyre, glass or bodywork specialists costs**, that is the cost (including any call out charge) of any locksmith, glass, or tyre 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;
- k. **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;
- l. **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.

2. Accident Recovery: Where a roadside repair is not possible

- a. If the accident is not a Non-Fault Accident, The AA may provide (but not pay for) recovery following an accident. If so, You will be responsible for paying the AA's charges for this assistance. Where an insurance claim is being made, we will seek to recover these charges from Your insurer and you will remain liable for these charges until full settlement is reached with Your insurance company. We reserve the right to reclaim our recovery cost provided under this policy from the insurer of a known third party driver, who was at fault in relation to the incident.
- b. If specialist equipment is required, You will be responsible for paying the cost of any equipment used. You must give the AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause. Please note that, following an accident, or otherwise, it is and remains Your responsibility to ensure that You properly comply with any requirements of Your motor insurer in making a claim under Your motor insurance policy.
- c. Where You do not request the services from us at the time of the incident and/or where You arrange for assistance and recovery services to be provided by another provider, we will make no contribution toward the cost of these (either to you or the provider).

General rights to refuse service

Please note: if you are refused service by the AA, you have the right to an explanation in writing (see “If you need to complain” page 22 for contact details).

3. The AA reserves the right to refuse to provide or arrange assistance where the service request is for, or relates to:
 - a. **Repeat breakdowns within 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 or accident and You are unable to be present at the time that assistance arrives;
 - c. **Unsafe, unroadworthy, unlawful etc vehicles**, that is
where in the AA's reasonable opinion, immediately before the relevant breakdown or accident, Your Vehicle was dangerous, overloaded, unroadworthy or otherwise unlawful to use on a public road. Without restricting the generality of the AA's rights under this provision, and Your responsibility to comply with all applicable legal requirements, please note that for a UK registered vehicle to be used or kept on a public road, and subject to any relevant exemption that may apply, the vehicle must have a current excise licence (that is, up to date vehicle tax), a current MOT test certificate and have in force valid motor insurance to the minimum level required under UK law;
 - d. **Assisting where unsafe or unlawful activities**, that is
where, and other than solely as a result of a failure on the part of the AA, the giving of service would involve a breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of the AA's health and safety duties);
 - e. **Delay in reporting**, that is
where the breakdown is not reported within 24 hours of You becoming aware of the breakdown. (The AA may agree to extend this period in exceptional circumstances);
 - f. **We cannot verify You as an Uber Eats Pro eligible courier**, that is
where You do not provide a Eligible Vehicle registration number and the AA is unable to verify you as an eligible Uber Eats Pro eligible courier, driving an Eligible Vehicle, the AA reserves the right to refuse service.
However if You are unable to prove entitlement to service or You are aware that You do not hold entitlement to an AA service, the AA may, at its discretion, offer service on the immediate payment (by credit, debit or switch card) of the usual price for the relevant cover required, plus a supplementary premium for joining while already requiring assistance. The cost of this premium will be confirmed to you prior to purchase.
 - g. **Unreasonable behaviour**, that is
where the AA considers, on reasonable grounds, that You:
 - (i) or anyone accompanying You, or who is receiving or is entitled to receive assistance in connection with Your AA (Uber Eats Pro) Breakdown Assistance, 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

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

Use of agents

5. Service from dedicated AA mechanics 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

6. All requests for assistance must be made to the AA using the contact instructions provided by in the Uber Driver app. If You contact a garage direct, You will have to settle its bill and the AA or Uber Eats will be under no obligation to reimburse You.

Emergency nature of breakdown service

7. AA mechanics are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or roadworthiness of a vehicle after a breakdown or an emergency repair. In addition, whilst AA mechanics 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

8. You have the right to remove yourself and your vehicle(s) from AA (Uber Eats Pro) Breakdown Assistance. No refund will be due to You.

Changes to Terms & Conditions

9. The AA is entitled to make changes to any of these Terms & Conditions at any time, but will always give You at least 45 days prior notice of any such change(s).

Changes to your Personal Details

10. Changes to any details such as your name or address should be provided to the AA using the following email address: businesscustomersupport@theaa.com
The AA is entitled to serve any notice to be given under these terms and conditions, or any other materials it is required to give to You, by sending the same to the last address provided by You if the AA usually contact you by post, or the last email address provided by you if the AA usually contact you electronically

Matters outside the AA's reasonable control

11. While the AA seeks to meet the service needs of Uber Eats Pro eligible courier 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, roads that are not reasonably accessible by the AA, 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

12. 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

13. 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.
14. None of the Terms & Conditions of AA (Uber Eats Pro) Breakdown Assistance are enforceable by anyone else other than the Uber Eats Pro eligible courier. 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

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

Interpretation: use of English law & language

16. Your AA (Uber Eats Pro) Breakdown Assistance and these Terms & Conditions are governed and should be interpreted by the laws of England and Wales. The EEA State, for the purpose of AA (Uber Eats Pro) Breakdown Assistance, is the United Kingdom. The Terms & Conditions are written in English and all correspondence entered into shall be in English.

Fraudulent Applications

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

AA Roadside Assistance – Privacy Notice

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

The AA plc and our Data Protection Officer (DPO)

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

Personal data we hold and use

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

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

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

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

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

Sources of your personal data

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

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

Reasons for holding and using your personal data

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

- 1) To provide you with our products or services or decide whether to do so:
 - a) Assessing an application for a policy, including considering whether or not to offer you the product or service, the price, the risk of doing so, availability of payment methods and the terms;
 - b) Providing you with your policy, member benefits and any other products or services held with the AA
 - c) Communicating with you and holding records about our dealings and interactions with you, your fellow policyholders and beneficiaries;
 - d) Making decisions about you or your policy, including your continued suitability for it, the risk of providing you with the policy, and assessing compliance with the policy terms;
 - e) To manage the operation of our business and those of our in-house or partner insurers or re-insurers;

- f) To manage the operation of our business and business partners that help support your policy;
- g) To carry out checks at Credit Reference and Fraud Prevention Agencies pre-application, at application, and periodically after that;
- h) For analysing and profiling aspects of your vehicle or driving (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken as part of providing, quoting for, and managing your policy (if, for example, you hold Smart Breakdown or another telematics product)
- i) Updating your records, tracing your whereabouts, and recovering debt;
- j) To enable other AA group and branded companies to provide you with your products and services, quote for products and services, or manage products and services you hold
- k) To share information as needed with business partners as required for managing your policy or assessing application account beneficiaries, service providers or as part of providing, administering or developing our products and services or our business; and
- l) To make automated decisions, including profiling, on whether to offer you a product or service, or the price, payment method, risk or terms of it.

2) For our **legitimate interests or those of others:**

- a) To develop our roadside, insurance and any other products or service using the information we hold;
- b) To continually develop, improve and manage our risk assessment and pricing models
- c) To provide personalised content and services to you, such as tailoring our products and services, our digital customer experience and offerings, and deciding which offers or promotions to show you on our digital channels;
- d) To link together your AA products and services including to enable you to view these in a single account or profile, linking together your accounts on our systems and using this combined view for the purposes listed in this section;
- e) To test and improve the performance of our products, services, processes and systems;
- f) To improve the operation of our business - and that of our business partners – for example, by improving customer service and operational performance and efficiency;
- g) To develop new products and services, and to review and improve current products and services;
- h) For management and auditing of our business operations - including accounting;
- i) To monitor and to keep records of our communications with you and our staff (see below);
- j) For marketing analysis and related profiling to help us to offer you relevant products and service, including deciding whether or not to offer you certain products and service;
- k) To understand our customers, their use of our products, their preferences and develop models, including developing profiles, algorithms and statistical models;
- l) To send marketing by SMS, email, phone, post, social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match). Offers may relate to any of our products and services such as cars, money and financial services, insurance, travel, member offers as well as to any other offers and advice we think may be of interest;
- m) To provide insight and analysis of our customers both for ourselves and business partners based on your policy and products, your use of it, your other policies and the use of your policy by others;
- n) For market research, profiling, and analysis and developing statistics;
- o) To facilitate the sale of one or more parts of our business;
- p) To share information with business partners as necessary for the purposes listed in this notice; and
- q) To share information with other AA group and AA branded companies to enable them to perform any of the above purposes, in particular AA Underwriting Insurance Company Limited and AA Financial Services Limited.

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

Sharing and disclosures of your personal data

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

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

Withdrawing your consent

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

Transfers outside of the UK and Europe

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

Sharing with credit reference and fraud prevention agencies

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

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

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

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

Changes to your data

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

Monitoring communications

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

Use of automated decisions

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

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

- Assess your credit worthiness and ability - for example, if you are applying for credit and have a history of late or non-payment of debts, we may not be able to offer you credit or do so at a higher rate.
- Assess our ability to offer our products and services and manage those accounts – for example, we will take account of your history of using your policy or policies. If you or your beneficiaries

make claims or have calls outs or, or if we have concerns about potential use of a policy (for example, if you are in breach of the conditions) or circumstances this may result in a higher risk being assigned to you, meaning you may be quoted a higher price or a policy being declined or cancelled.

- Assess the risk of fraud - if we believe there is a significant risk of fraud, based on the information we hold or that is available to us, we may decline your application, quote a higher price or decline or cancel your policy or application.

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

Retention of your personal data

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

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

Your data protection rights

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

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

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

You have a right to object

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

Opting out of marketing

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

Changes to this privacy notice

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

Contact Us or our DPO

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

COMPANY DETAILS

Automobile Association Developments Limited, trading as AA Breakdown Services, is an insurer of breakdown assistance services 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 INFORMATION

For Breakdown Assistance in the UK: **0330 102 8609**

SMS text messaging is available for use by deaf, hard of hearing or speech impaired Uber Pro partner-driver or Uber Eats Pro couriers 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