



AA Temporary Membership

Terms & Conditions - UK Temporary Membership Policy

Welcome to the AA

A warm welcome from the AA and thank you for choosing AA Temporary Membership. 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.

Your Policy Schedule will contain your Temporary Membership Number and details of the level and duration of your cover, please ensure that you have read your policy schedule and that you have a copy of it to hand in case you should need to use this cover.

Please read this policy document carefully as any use of your Temporary Membership is subject to these Terms & Conditions. Please note that while most of the Terms & Conditions relating to Breakdown Cover apply to all Members, there are some variations depending on the type of cover you have purchased. To understand which of the terms and conditions apply to your particular Membership, please ensure that you are aware of the type of cover you have purchased.

If you have any queries on the cover provided by this policy, please call customer enquiries on 08705 444 444 where one of our advisors will be able to help.

Roadside Assistance and Relay are provided by The Automobile Association Limited.

USEFUL CONTACT INFORMATION

If you require Breakdown Assistance: 0800 107 0942

Automated UK traffic and weather information service: 08705 500 600

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

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

Deaf, hard of hearing or speech-impaired customers who have a textphone can call 0800 32 82 810

YOUR AA TEMPORARY MEMBERSHIP POLICY IN FULL

If you require Breakdown Assistance

Where cover is available:

Breakdown cover detailed in this Policy only applies to those ordinarily resident in the UK travelling in the registered vehicle to which the cover relates, which first becomes stranded in the United Kingdom.

How to contact the AA:

If you have broken down and require assistance, please contact the AA on **0800 107 0942**. It is important that you contact the AA because if you contact a garage direct you will have to settle the bill and the AA will not be obliged to reimburse you.

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

Please always carry your Temporary Membership details with you .

The AA recommends that the Temporary Membership details are kept in the registered vehicle as the driver will require the Temporary Membership details to access service. Please note that the AA is entitled to assume that anyone driving or travelling in the registered vehicle is authorised by the Member to request assistance for that vehicle.

If a valid Membership details and additional proof of identity cannot be produced, the AA reserves the right to refuse service. For further details please refer to General Terms & Conditions, clause 3f, page 5

Please also note that you should notify Temporary Cover Limited immediately of any changes to name or address. Please refer to General Terms & Conditions, clause 9, page 6.

If you have broken down and require, but don't have, Relay the AA will not provide recovery outside that provided under of Roadside Assistance

If you are provided with breakdown assistance service(s) but subsequently default in making payment for your AA Membership.

Subject to any statutory rights you may have as a consumer, if the AA provides breakdown assistance services under your AA Temporary Membership, at your request or at the request of someone who the AA reasonably believes is entitled to request assistance under your Membership, and subsequently it becomes apparent that you have not paid for your Membership then the AA will be entitled to charge you for the services actually provided.

Complaints and Compliments

If you wish to register a complaint regarding your AA Temporary Membership, please contact us:

By phone: 0845 607 6727

In writing: Member Relations, AA, Lambert House, Stockport Road, Cheadle, Cheshire, SK8 2DY.

By email: customersupport@theAA.com

Definition of words and phrases used in this Policy

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

'AA' means the relevant insurer of the breakdown cover being The Automobile Association Limited for Roadside Assistance and Relay

'Breakdown' means an event:

- a) which causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily 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 reasonably be commenced or continued in the relevant vehicle; provided always that any part or other failure shall not be considered to be a breakdown unless it results in the vehicle not working as a whole.

'Member' means: The person to whom the Temporary Membership documentation is addressed, who has purchased or been given Membership and whose address is recorded with the AA as the home address of the vehicle registered under the relevant Temporary Membership.

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

'Temporary Membership number' means: your Temporary Cover Limited insurance policy number which will also be your AA Temporary membership number.

'You', 'Your' means: The Member and, if the context requires, any person who is travelling in, and who requests assistance for, a vehicle that is registered under Temporary Membership with the AA.

'The Vehicle' means: The vehicle which has been registered for cover with the AA at the time of the relevant breakdown or accident; and provided always that any such vehicle meets the vehicle specification set out on page 3.

- Roadside Assistance – This is the minimum level of cover and provides roadside assistance through out the UK, 24 hours a day, every day of the year. The AA's number 1 aim is to fix your car, but if it cannot be fixed it will be taken to the nearest garage. Please refer to page 3 onwards for full details.
- Relay - Recovery to a single UK destination of your choice if the AA is unable to fix your car at the roadside or arrange a prompt local repair. This means you can choose to be taken home, to your destination or anywhere else on the UK mainland, regardless of how far this may be. Please refer to page 4 onwards for full details.

About our Breakdown Cover

This section details the different kinds of cover that are available under AA Temporary Membership. The cover you hold will be set out in the Temporary Membership Policy Schedule.

Services available

The AA offers 2 levels of breakdown assistance service which can be purchased as part of your Temporary Membership.

1. Roadside Assistance only
2. Roadside Assistance and Relay (national UK recovery)

Type of cover

AA Temporary Membership is vehicle based cover and covers the vehicle registered under this policy regardless of who is driving, provided that the vehicle is within the limits specified below.

Duration of cover

The duration of your Membership is for the duration of your associated Temporary Cover Limited insurance policy, **as detailed on your AA Temporary Membership Policy Schedule.**

Vehicle specifications

Included: cars, vans, minibuses or motorcycles which meet the specifications set out below

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

Maximum Vehicle Width: 7ft 6in (2.3m)

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.

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.

AA breakdown assistance is only available under AA Temporary Membership for the vehicle which has been registered with the AA at the time assistance is requested.

Service Descriptions

What is covered and what is not covered

Roadside Assistance

Provided by The Automobile Association Limited

What is covered:

- Roadside Assistance is available if Your Vehicle is stranded on the highway more than a quarter of a mile from the Member's Home Address following a breakdown or accident;
- If, following a breakdown, a Patrol or appointed agent cannot fix the Vehicle within a reasonable time, it, together with the driver and up to a maximum of seven passengers, will be taken to the AA's choice of relevant local repairer or to a local destination of Your choice, provided it is no further;
- The AA will make a telephone call at Your request following a breakdown.
- Please note that any contract for repair, other than repairs carried out by the AA or its agent at the roadside under Your AA Temporary Membership, is between the person requesting the repair and the repairer - it is not the AA's responsibility to instruct the repairer to undertake any work required or to pay them for it.

The AA does not guarantee that any recovery to a relevant local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst the AA will endeavour to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed and the AA does not provide any assurance or warranty with respect to any work carried out at Your request by any third party repairer.

What is not covered:

- The cost of spare parts, petrol, oil, keys or other materials required to repair Your Vehicle or any supplier delivery or call out charges related to these items;
- The cost of any labour, other than that provided by the AA or its agents under your AA Temporary Membership at the scene of the breakdown or accident;
- Any additional transport or other costs that You might incur or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany Your Vehicle while it is being recovered;
- Routine maintenance and running repairs e.g. radios, interior light bulbs, heated rear windows;
- Any recovery or tow following an accident (see General Terms & Conditions, clause 2, page 5);
- 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 the Vehicle has been recovered following a breakdown;
- All things excluded under General Terms & Conditions (see pages 4 - 7).

Relay

Provided by The Automobile Association Limited

What is covered:

- Relay is an optional extra to Roadside Assistance and is available only to those who have opted to take it out as part of their Temporary Membership.
- Relay is available when the AA provides Roadside Assistance and the AA cannot arrange a prompt local repair;
- Relay provides recovery of the Vehicle, together with the driver and up to a maximum of 7 passengers to any single destination of Your choice in the UK mainland (see also General Terms & Conditions, clause 1g, page 4).

What is not covered:

- All things excluded under 'Roadside Assistance' 'What is not covered' on page 3.

Compassionate Relay Assistance:

The AA may be prepared to make Relay available if You are, or the driver of Your Vehicle is, unexpectedly taken ill during a journey and no other passenger can drive Your Vehicle so as to complete Your intended journey. Any Compassionate Relay Assistance is given at the AA's absolute discretion and subject to the production of any proof of illness that the AA reasonably requires.

General Terms & Conditions

General exclusions

1. AA Temporary Membership does not provide for:

a. Any Vehicle servicing or re-assembly

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

b. Garage labour costs

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

c. Fuel draining

Any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. The AA will arrange for the vehicle, the driver and up to 7 passengers to be taken to a local garage or another location of your choice, provided no further, but you will have to pay for any work required;

d. Failure to carry a serviceable spare.

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

e. Having the Vehicle stored or guarded in Your absence;

f. Vehicles on private property

The provision of service when the 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 passenger loads.

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

h. Toll charges or fees.

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

i. Transporting from trade premises

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

j. Transporting from trade premises.

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

k. Locksmiths, tyre, glass or bodywork specialists

The cost (including any call out charge) of any locksmith, glass, bodywork 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 reasonable opinion, the Vehicle requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by AA patrols is required, the AA will arrange the recovery but at Your cost. If use of a locksmith or other specialist would, in the AA's opinion, mobilise the vehicle, no further service will be available for the breakdown in question;

l. Specialist lifting equipment

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

m. Transporting animals.

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

n. Participation in sporting events

Assistance for vehicles broken down as a result of taking part in any "Motor Sport Event", including, without limitation, 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. AA Temporary Membership Breakdown Cover does not provide for any vehicle recovery following an accident.

The AA may, if You request, be prepared to provide recovery following an accident but, if so, You will be responsible for paying the AA's charges for this assistance (including, but not limited to, any charges relating to any specialist equipment used).

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.

General rights to refuse service

Please note: if a Member is refused service by the AA, the Member has the right to an explanation in writing (see "Compliments and complaints" page 2 for Member Relations contact details).

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

a. Repeat breakdowns within 28 days

Where service is requested to deal with the same or similar cause of breakdown to that which the AA attended within the preceding 28 days. It is Your responsibility to make sure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. Nothing in this provision shall affect any rights You may have in relation to any negligence or breach of contract or breach of any other legal duty on the part of the AA or its agents;

b. Unattended vehicles

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

c. Unsafe or unroadworthy vehicles

Where in the AA's reasonable opinion, Your Vehicle was, immediately before the relevant breakdown or accident, dangerous, overladen, unroadworthy or otherwise unlawful to use on a public road;

d. Assisting in unsafe or illegal activities

In the AA's reasonable opinion, 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. In the AA's reasonable opinion, there has been an unreasonable delay in reporting the breakdown;

f. Cannot verify AA Temporary Membership

Where You cannot produce a valid Temporary Membership number (or appropriate receipt) and some other form of identification. If these cannot be produced, and the AA is unable to verify that the appropriate AA Temporary Membership entitlement is held, the AA reserves the right to refuse service.

However if you are unable to prove entitlement to service or you are aware that you do not hold entitlement to an AA service, the AA may, at its discretion, offer service on the immediate payment (by credit, debit or switch card) of the usual premium for the relevant cover required, plus a supplementary premium for the service used.

The premium paid will be fully refunded if it can be established to the AA's reasonable satisfaction that the relevant level of service entitlement was held at the time of the breakdown.

g. Unreasonable behaviour

Where the AA reasonably considers that You:

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

(ii) have falsely represented that You are entitled to services that You are not entitled to; or

(iii) have assisted another person in accessing AA services to which they are not entitled; or

(iv) owe the AA money with respect to any services, spare parts or other matters provided by the AA or by a third party on the AA's instruction.

Additional services

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 Patrols 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 the AA from time to time. If You contact a garage direct, You will have to settle its bill and the AA will be under no obligation to reimburse You.

Emergency nature of breakdown service

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

Cancellation of Membership

8. You have the right to cancel your Membership from the agreement of the contract, however, the AA will not refund any premiums paid as AA Temporary membership is for a duration of less than 30 days therefore there is no requirement to refund any premiums paid. You cannot use the service after your Temporary Membership has been cancelled.

If you wish to cancel your AA Temporary Membership, you must contact Temporary Cover Limited, the AA Temporary Membership cannot be cancelled independently of your Temporary Insurance Policy.

For cancellation requests please contact Temporary Cover Limited on 0844 573 0000 or in writing to: Temporary Cover Limited, Fyfe House, St James Road, Fleet, Hampshire, GU51 3QH.

Changes to your Personal Details

9. The AA will not be able to amend personal details within the duration of your Temporary Membership, please advise Temporary Cover Limited if your circumstances change as a new policy will be required.

Matters outside the AA's reasonable control

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

Exclusion of liability for loss of profit etc

11. 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

12. 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.

13. None of the Terms & Conditions, or benefits, of AA Temporary Membership Breakdown Cover are enforceable by anyone else other than the Member. 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

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

Interpretation: use of English law & language

15. Your AA Temporary Membership and these Terms & Conditions are governed and should be interpreted by the laws of England and Wales. The EEA State, for the purpose of Membership, is the United Kingdom. The Terms & Conditions are written in English and all correspondence entered into shall be in English.

Service Control - Call Out Limits

Outlined below are the call out limits that apply to the AA Temporary Membership Policy. Service Control is designed to help keep Membership affordable by making sure that high use by a minority of Members is avoided.

Additional premiums during the Temporary Membership policy

If the relevant call-out limits are reached, the AA will be entitled to charge an additional premium upon each subsequent call-out to continue AA Membership. The AA will also be entitled to restrict the level of breakdown service(s) available to you during the remainder of that Membership period.

You have the right to call out the AA up to a maximum number of 2 times in each Temporary Membership period

Use of your Personal Information

1.1 The Acromas Holdings Limited group of companies, of which the AA group of companies* (including The Automobile Association Limited, AA Limited and Automobile Association Insurance Services Limited) forms a part ("we") will use your personal information for the following purposes:

- a) to identify you when you contact us;
- b) to help identify accounts, services and/or products which you could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information you have provided, any information we hold about you and information from third party agencies (including credit reference agencies);
- c) to help administer, and contact you about improved administration of, any accounts, services and products we have provided before, or provide now or in the future;
- d) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
- e) to help to prevent and detect fraud or loss;
- f) to contact you in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and/or selected partners unless you have previously asked us not to use the relevant personal data for such purposes;
- g) to keep you up to date with the AA Member benefit scheme under which, as part of your Membership benefits, you will be given Membership information and details of discounts and offers negotiated from time to time on behalf of AA Members. If you do not want to receive this benefit please write to the AA Data Protection Officer at the address given in clause 1.5 on page 8;
- h) where the AA are contacted for breakdown assistance service using a mobile telephone the AA or its agents may provide details of the relevant telephone number to the mobile telephone network providers, through the agent, to enable the geographical location of the handset to be recorded as part of the breakdown information in order to assist in locating the caller.

1.2 We may allow other people and organisations to use information we hold about you for the purpose of providing services you have asked for, as part of the process of selling one or more of our businesses, or if we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.

1.3 We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance reasons.

1.4 We may check your details with fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this. We and other organisations may use and search these records to:

- a) help make decisions about credit related services for you and members of your household;
- b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and other members of your household;
- c) trace debtors, recover debt, prevent fraud and to manage your accounts or insurance policies; and
- d) check your identity to prevent money laundering unless you give us other satisfactory proof of identity.

* A list of companies forming the AA group of companies is available from the Data Protection Officer at the address below

1.5 If you need details of those fraud prevention agencies from which we may obtain and with which we may record information about you, please write to The AA Data Protection Officer at The Automobile Association, Fanum House, Basingstoke, Hampshire, RG21 4EA.

1.6 Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in these provisions and that they have not objected to such use of their personal information. Where you give us sensitive data about yourself or another person (such as health details or details of any criminal convictions) you agree (and confirm that the other person has agreed) to our processing such information in the manner set out in these provisions.

AA Company Details

The Automobile Association Limited is incorporated with limited liability in Jersey number 73356. Registered Office: 22 Grenville Street, St Helier, Jersey JE4 8PX, Channel Islands. It is an insurer of breakdown assistance services cover that is exempt from authorisation under the Financial Services and Markets Act 2000. Head Office (Registered Branch Office): Fanum House, Basingstoke, Hampshire RG21 4EA. Branch registered in England and Wales number BR004875.