



# **MG ASSISTANCE**

## **TERMS AND CONDITIONS**

The breakdown services available through MG Assistance are provided under the terms and conditions detailed within this document.

MG Assistance is only available in connection with the MG vehicle to which it relates.

## Terms and Conditions

These terms and conditions are valid for the vehicle that was purchased by you, in the Republic of Ireland, and has met the requirements of the MG Assistance programme. This booklet sets out the terms of MG Assistance. MG Assistance is arranged by Automobile Association Developments Limited (trading as AA Breakdown Services).

## Contents

Terms and Conditions	2
Useful contact numbers and addresses	3
Introduction	4
Definitions	5
Vehicle type, weight and size restrictions	5
Compliments and complaints procedure	6
Roadside Assistance	7
Home Start	8
Relay	8
Relay Plus	9
MG Assistance General Terms and Conditions	11
Use of Your Personal Data	15
AA Company Details	23

## Useful contact numbers and addresses

Dial the number for the service you require.

Breakdown Assistance:

**01 6179075**

MG Assistance  
The AA  
Swallowfield One  
Wolverhampton Road  
Oldbury  
West Midlands  
B69 2AG  
theAA.com

## Introduction

MG Assistance provides breakdown assistance for the Eligible Vehicle regardless of who is driving, provided the vehicle is within the specified limits. Please see vehicle type, size and weight restrictions.

MG Assistance runs from date of first registration, in the Republic of Ireland, for a period of 12 months.

If you already have breakdown assistance cover, and you are unsure about how MG Assistance affects your existing cover, call your existing breakdown cover provider to discuss your requirements.

## Demands and Needs

MG Assistance is designed to meet the needs of an MG vehicle, regardless of who is driving, requiring assistance in the event of a breakdown; whether at or away from home, in the Republic of Ireland; and recovery to a local repairer or recovery to a single destination of choice; or, if a prompt local repair cannot be arranged, car hire or hotel accommodation or public transport costs to continue the driver's journey.

## Definitions

“AA” means Automobile Association Developments Limited (trading as AA Breakdown Services).

“MG Assistance” means breakdown services detailed in this booklet. They cover anyone authorised to drive the Eligible Vehicle.

“Agent” means any garage or other service provider appointed by the AA to act as its agent in the provision of certain roadside services.

“Authorised Driver” means any person driving an Eligible Vehicle with the lawful authority to do so, including but not limited to the Registered Keeper.

“Eligible Vehicle” means any MG car sold by MG directly or an MG Service Partner in the Republic of Ireland for which MG Assistance currently exists.

“You” and “Your(s)” means the registered owner or keeper of the Eligible Vehicle or, as the context requires, the Authorised Driver requiring assistance.

“MG Service Partner” means an MG authorised repairer or an MG approved dealer that is able to carry out repairs to Eligible Vehicles.

## Vehicle type, weight and size restrictions

MG Assistance is only available in relation to vehicles which:

- a) have been registered as an Eligible Vehicle with the AA;
- b) comply with the relevant restrictions set out below:

maximum vehicle weight (applies to all services)

All vehicles: 3.5 tonnes gross vehicle weight (GVW)

maximum vehicle length    Relay Service: 6.4m (21 ft)\*

maximum vehicle width    Relay Service: 2.55m (8ft 3in)\*

\* In addition, assistance will be provided for caravan or trailers on tow at the time of the breakdown provided that the GVW of the caravan or trailer does not exceed 3500kg (3.5 tonnes) and falls within the above limits. A caravan or trailer with load of a length not exceeding 8m (26ft) will be recovered provided that this can be done safely under tow. The AA will seek to arrange, but will not pay for the recovery of any vehicle, caravan or trailer that exceeds any of these limits.

Please note that MG Assistance does not cover the recovery of horses or livestock.

## Compliments and Complaints procedure

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:** +44 344 209 0556 or +44 161 333 5901

**Post:**

Customer Relations  
The Automobile Association  
Lambert House  
Stockport Road  
Cheadle, Cheshire SK8 2DY

**Fax:** 0161 488 7544

**E-mail:** [customersupport@theAA.com](mailto:customersupport@theAA.com)

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.

Please note that MG assistance is arranged by Automobile Association Development Limited (trading as AA Breakdown Services) and this company does fall within the Financial Services Compensation Scheme (FSCS).

## Roadside Assistance

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

### **What is covered:**

- Roadside Assistance is available if the Eligible Vehicle is stranded on the highway more than 500m from the Authorised Driver's home address following a breakdown of the Eligible Vehicle. The AA will seek to effect a roadside repair if, in the reasonable opinion of the patrol or appointed Agent, this can be achieved within a reasonable time.
- If a patrol or appointed Agent cannot fix the Eligible Vehicle within a reasonable time, it will be taken to the nearest MG Service Partner or, alternatively, to a local destination of the Authorised Driver's choice, provided it is no further.

It is then the Authorised Driver's responsibility to instruct the repairer to make any repairs required. Any contract for repair will be between the Authorised Driver and the repairer, and it is the Authorised Driver's responsibility to pay them. The AA does not guarantee that any recovery to an appropriate MG Service Partner will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair. The AA does not provide any assurance or warranty with respect to any work carried out at Your request by any third party repairer.

Once the Eligible Vehicle is moved or a temporary repair carried out in situ, the cost of any subsequent repairs is not covered by MG Assistance. Please check the vehicle warranty for details of repairs covered under the warranty.

### **What is not covered:**

- Roadside Assistance does not cover any additional transport or other costs that the Authorised Driver might incur, whether as a result of the Eligible Vehicle being towed or otherwise. The AA cannot accept any costs for passengers who do not accompany the Eligible Vehicle while it is being recovered.
- Assistance following a breakdown or accident attended by the police, the Highways Agency or other emergency service, until the services concerned have authorised the Eligible Vehicle's removal. If the police or emergency service concerned insist on immediate recovery by a third party, the cost of this must be met by the Authorised Driver.
- A second or subsequent recovery after the Eligible Vehicle has been recovered.
- Matters excluded under General Terms of MG Assistance.

## Home Start

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

### What is covered:

- Home Start provides assistance when the Eligible Vehicle is immobilised following a breakdown at or within 500m of the Authorised Driver's home address.
- If a prompt local repair is not possible. The AA, subject to the terms and conditions relating to such service, provide recovery to the nearest authorised MG Service Partner or other location of the Authorised Driver's choice, whichever is the nearer. It is then the Authorised Driver's responsibility to instruct the repairer to make any repairs required. Any contract for repair will be between the Authorised Driver and the repairer, and it is the Authorised Driver's responsibility to pay them. The AA does not guarantee that any recovery to an appropriate local MG Service Partner will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair. 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 recovery of an Eligible Vehicle within 500m of the Authorised Driver's home address.
- Matters excluded under the General Terms of MG Assistance.

## Relay

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

### What is covered:

- Relay is available following an incident involving an Eligible Vehicle and the AA cannot arrange a local repair within a reasonable time.
- Relay provides the recovery of an immobilised Eligible Vehicle (including trailer/caravan on tow at the time, provided it is within the size limits) to the nearest MG Service Partner or if further than 500m from the Authorised Driver's home, to any other single destination in the Republic of Ireland. Assistance will be provided for the number of people up to the legal seating capacity of the Eligible Vehicle to a maximum of eight (including the driver) provided that such people were travelling in the Eligible 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.
- A caravan or trailer which is capable of being towed safely will be towed, provided it does not exceed a maximum length of 8m (26ft). The AA will seek to arrange, but will not pay for, recovery of any Eligible Vehicle, caravan or trailer that exceeds any of these limits.

### Please note

After the Eligible Vehicle has been recovered, any subsequent repairs will be at the Authorised Driver's cost. It is also the responsibility of the Authorised Driver to arrange and pay for the Eligible Vehicle's collection, should that be necessary.

### What is not covered:

- Relay will not be provided if we are able to arrange a prompt local repair within a reasonable time.
- A second or subsequent Relay, after the Eligible Vehicle has been recovered following a breakdown.
- The transport of immobilised vehicles where we consider this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies.

- The transport of vehicles being used for racing, rallying, trials or time trials, auto tests or other motor sports events.
- The recovery of any vehicle that the AA considers would be dangerous or illegal for us to load or transport (including, but not limited to, over-laden vehicles).
- Assistance following a breakdown or accident attended by the police or other emergency service, until the services concerned have authorised the vehicle's removal. If the police or emergency service concerned insist on immediate recovery by a third party, the cost of this must be met by you.
- Any costs for passengers who do not accompany the Eligible Vehicle while it is being recovered under Relay.
- The recovery of any vehicles bearing trade plates and/or which we have reason to believe have just been imported or purchased at auction.
- The recovery of horses or livestock.
- Ferry costs.
- Matters excluded under General Terms of MG Assistance.

## Relay Plus

In the event of a road traffic accident or service from Home Start situations, Relay Plus will not be available.

This service may be provided as an extension to Relay, following an immobilising breakdown of an Eligible Vehicle more than 500m from the Authorised Driver's home address, to provide Relay Plus arrangements. In the event that we authorise the provision of Relay Plus you may choose one of the following options:

- A) Temporary Loan Vehicle; or
- B) Overnight Accommodation; or
- C) Public Transport Costs.

Relay Plus is not available following an accident.

### A) TEMPORARY LOAN VEHICLE

#### What is covered

- The AA will (subject to the conditions noted below) arrange a temporary loan vehicle for up to 48 hours. The benefit entitlement is a replacement vehicle up to a 1600cc saloon.
- The AA will (subject to any responsibility the Authorised Driver may have) pay the chosen vehicle supplier's hire charges, including comprehensive insurance premium, collision damage waiver and VAT (but excluding any insurance excess which may become payable), for a maximum of 48 hours, starting from the time when the vehicle is issued (which must be within 48 hours of the immobilising incident).
- The Authorised Driver is responsible for all other charges arising from the use of the hire vehicle (including, but not restricted to, fuel costs and any insurance excess charges) - for example, if the Authorised Driver keeps the vehicle for over the 48 - hour period - this must be agreed in advance with the vehicle supplier.
- The Authorised Driver must pay any additional charges direct to the vehicle supplier.
- Temporary loan vehicles are supplied by the AA's chosen suppliers. The vehicle hire agreement will be between You and the relevant supplier and will be subject to the terms and conditions of the vehicle supplier who, amongst other things:
  - i) will require a full, valid driving licence at the time of issue of the vehicle;
  - ii) may impose limitations on the availability and engine capacity of the

replacement vehicle - for example, in relation to the age of the driver, certain licence endorsements etc;

- iii) may require a cash or credit card deposit, including a fuel deposit;
- iv) may require additional means of identification;
- v) will require the driver to be aged at least 18 and must have held a full driving licence for at least 12 months.

- Failure to comply with the vehicle supplier's terms and conditions or to return the vehicle to the supplier by the due date may result in action being taken against the Authorised Driver.
- While not obliged to do so, in appropriate circumstances (for example, where a replacement van is required), the AA will seek to arrange a suitable replacement vehicle for you, of up to 1600cc engine capacity. If this is not feasible, the Authorised Driver may have the option of the normal replacement car or one of the other two benefits under Relay Plus.
- Where any vehicle supplied under the terms of Relay Plus cannot accommodate the eligible number of people (please refer to Relay section for limits), the AA will seek to arrange a further vehicle and/or for the onward transport of any additional passengers.
- Replacement vehicles cannot be supplied with a tow bar, and therefore any caravan or trailer will, if eligible, be recovered under Relay with the immobilised Eligible Vehicle.
- Should the replacement vehicle not be needed immediately, Relay Plus may be requested any time up to 48 hours after the relevant breakdown (collecting the hire car will be the Authorised Driver's responsibility). Please note that this does not guarantee the availability of, or access to, a replacement vehicle, the issue of which remains subject to the terms and conditions of the vehicle supplier.
- Should the Authorised Driver not, as a result of supplier terms or otherwise, be able to take advantage of this benefit, then the Authorised Driver may instead choose one of the other two benefits. Please note: this benefit is not, under any of our suppliers' terms, available to drivers under 18, or to drivers who have held a full driving licence for less than twelve months. This does not, however, mean that a driver who is outside of these categories will necessarily be able to obtain a hire vehicle since the situation may change or different age restrictions may apply under the terms and conditions of available vehicle suppliers. The examples of exclusions given are not an exhaustive list.

OR

## B) EMERGENCY OVERNIGHT ACCOMMODATION

### What is covered

- The AA will arrange for one night's bed and breakfast accommodation for no more people than the legal seating capacity of the Eligible Vehicle up to a maximum of eight people (including the driver) (or to a limit of €100 per person to a maximum of €300 in total).
- The AA will not pay for any additional costs incurred by the Authorised Driver or passengers such as meals (other than breakfast), drinks, telephone calls and newspapers. These costs must be settled with the hotel before leaving.

OR

## C) PUBLIC TRANSPORT COSTS

### What is covered

The AA will cover reasonable public transport costs for the Authorised Driver and up to seven passengers. The Authorised Driver can claim Recovery Plus costs to a limit of €100 per person to a maximum of €300 in total.

- a) Any passengers must have been travelling with the Authorised Driver at the time of the relevant breakdown.
- b) The Authorised Driver must obtain proofs of purchase or receipts for all travel expenses.

- c) Any claim for reimbursement should be made in writing to Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire, RG21 4EA.
- d) All relevant proofs of purchase and receipts must accompany the claim.
- e) Any claim for transport costs must be submitted to the AA within 28 days of the relevant breakdown and will be subject to the limit stated above.

## MG Assistance General Terms and Conditions

1. Roadside assistance services, which include Roadside Assistance, Home Start, Relay and Relay Plus, are available to an MG vehicle during its period of eligibility of 12 months after the registration date of the Eligible Vehicle.
2. MG Assistance is designed to provide emergency breakdown and recovery facilities; their availability does not, of course, remove the need to keep the Eligible Vehicle properly maintained and serviced.
3. If the Eligible Vehicle breaks down, and the Authorised Driver needs help, the Authorised Driver should always contact MG Assistance direct. MG Service Partners and garages approached independently, whether appointed by us or not, will expect payment and subsequently the Authorised Driver will have to settle the bill and the AA will be under no obligation to reimburse the Authorised Driver.
4. MG Assistance is only available to motor vehicles up to a maximum weight limit of 3,500Kg (3.5 tonnes) gross vehicle weight (GVW). There are additional length and width restrictions under Relay service. Maximum vehicle length, 21 feet (6.4m), maximum vehicle width, 8 feet 3 in (2.55m). In addition, caravans or trailers on tow at the time of the breakdown will be recovered along with the Eligible Vehicle (if appropriate) towing them, provided that they fall within the above limits for Relay service. A caravan or trailer of a length of greater than 18 feet (5.5m) but not exceeding 26 feet (8m) will be recovered provided that this can be done safely under tow.
5. If eligibility for MG Assistance cannot be validated at the time of the Authorised Driver's request for service, the Authorised Driver may be asked to complete and sign a "Promise to Pay" form in relation to the repayment of the cost of any service provided if eligibility for MG Assistance cannot subsequently be validated.
6. The AA reserve the right to refuse to provide or arrange assistance services if the Authorised Driver is not present at the time of the incident and/or unable to be present at the time assistance arrives.
7. Service is subject to availability and may be supplemented by our appointed agents. The AA will only accept responsibility for the actions of an agent where the agent is acting on our instructions and is providing such assistance to the Authorised Driver that they are entitled to under MG Assistance for the Eligible Vehicle. An agent appointed by the AA will charge us directly for any service it has provided on the AA's behalf. However, if repairs cannot be carried out either by a patrol or our appointed agent, on the highway or at the Authorised Driver's home address and the Eligible Vehicle has to be recovered to a garage, the Authorised Driver must meet any subsequent repair costs, if not covered by the manufacturer's warranty.
8. Assistance will be provided for the number of people up to the legal seating capacity of the Eligible Vehicle up to a maximum of eight (including the driver) provided that such people were travelling in the Eligible Vehicle at the time of the Breakdown.
9. The AA reserves the right to refuse service where it is requested to deal with the same or similar fault or cause of Breakdown to that attended to in regard to the Eligible Vehicle within the preceding 28 days. It is the Authorised Driver's responsibility to make sure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. It is the Authorised Driver's responsibility to, when advised to do so by a patrol, take the Eligible Vehicle to an MG Service Partner to have any temporary repair carried out by MG Assistance made good. If the AA has cause to believe that the Authorised Driver is over using assistance in relation to a fault or cause of breakdown, which the AA has attended on previous

- occasions, it will report the matter to MG, who will make a decision as to whether future assistance will be provided until such time as a permanent repair is carried out.
10. The AA has the right, at any time to refuse or cancel service to, or to refuse to arrange service for, any person otherwise entitled to assistance for the Eligible Vehicle where it reasonably considers that they or anyone accompanying any such person:
    - a) is behaving or has behaved in a threatening or abusive manner to the AA's employees, patrols or agents, or to any third party contractor;
    - b) has falsely represented that they are entitled to services to which they are not entitled; or
    - c) has assisted another person in accessing our services to which they are not entitled; or
    - d) owes the AA money with respect to any services, spare parts or other matters provided by the AA or by a third party on our instruction.
    - e) the Authorised Driver is not with the eligible vehicle at the time of breakdown at the time assistance arrives.
    - f) if in the AA's resource opinion the eligible vehicle was immediately before the breakdown, dangerous, overloaded, unroadworthy or could not otherwise have been lawfully used on the public highway.
    - g) in the AA's reasonable opinion, the giving of service would involve a breach of the law; or
    - h) in the AA's reasonable opinion there has been an unreasonable delay in reporting the breakdown.
  11. The AA is not under any obligation to transport or to arrange the transport of any animal. If the AA or its agents, at their discretion, agree to transport an animal, then any such transport will be at the Authorised Driver's own risk. It is the Authorised Driver's responsibility to secure any animal being transported or to make alternative arrangements for its transportation.
  12. If the AA considers that a locksmith, body-glass or tyre specialist is needed, the AA will endeavour to arrange their help on behalf of the Authorised Driver. The AA, however, will not pay for their services and the contract for repair will be between the Authorised Driver and the repairer. Further, if use of a locksmith or other specialist would, in our opinion, mobilise the Eligible Vehicle, no further service will be available for the Breakdown in question.
  13. The Authorised Driver will be required to pay for any consumables that the AA or AA's appointed agents provide.
  14. If specialist equipment (not normally carried by patrols) is in the AA's view, required to provide assistance when an Eligible Vehicle has left the highway, or is in a ditch, or is standing on soft ground, sand or shingle or is stuck in water or snow, or which has been immobilised by the removal of its wheels, the AA will arrange recovery but at the Authorised Driver's cost. Once the Eligible Vehicle has been recovered to a suitable location, normal service will be provided in keeping with MG Assistance.
  15. The AA will not provide service where this is requested in regard to the Eligible Vehicle which requires service by reason of, or immediately following, participation in any racing, rallying, trials or time-trials, auto test or other motor sports event ("Motor Sports Event"). However, for the avoidance of doubt, the AA does not consider the following activities to be Motor Sports Events, and thus will provide service to a participating Eligible Vehicle if properly requested:
    - a) "concours d'élégance" events;
    - b) track test days for road-legal vehicles;
    - c) rallies held exclusively on open public highways where participants are required to comply with all operative speed limits.
  16. The AA's patrols are trained and equipped to carry out emergency roadside repairs and are not in a position, and should not be expected, to comment on the general safety or roadworthiness of an Eligible Vehicle after a breakdown or emergency repair. In addition, completion of an emergency repair cannot be taken to signify, or in any way guarantee, the general roadworthiness of the Eligible Vehicle concerned. However, the AA reserves the right to refuse service where, in the opinion of the patrol or garage agent, the Eligible Vehicle concerned was, immediately before the incident, dangerous or un-roadworthy

- or the giving of service would involve any breach of the law (including, but not restricted to, any breach of road traffic regulations or health and safety provisions), or there has been an unreasonable delay in reporting the Breakdown.
17. It is the Authorised Driver's responsibility to ensure that any temporary repairs carried out by us to mobilise the Eligible Vehicle are followed as soon as is possible by a permanent repair. Please refer to the terms of the vehicle warranty with respect to the carrying out of repairs by MG Service Partners.
  18. The AA are entitled to refuse service in certain circumstances: for example, should the vehicle be ineligible for MG Assistance. Attendance will also be declined in non-emergency situations where the Eligible Vehicle is still mobile and the journey can be continued both legally and in safety. In such circumstances, the MG Assistance Incident Manager, where appropriate, would recommend an alternative course of action.
  19. The AA aims to provide emergency breakdown assistance. Our patrols will not carry out vehicle servicing or vehicle reassembly, for example, where they are required as a result of neglect and unsuccessful work on the Eligible Vehicle other than on the part of us or our agents.
  20. The AA reserve the right to vary the terms and conditions of service during the period of MG Assistance on the giving of reasonable notice where the AA reasonably consider it necessary to do so in order for the services supplied to comply with any changes in the law or regulations applicable thereto.
  21. Where the Authorised Driver has been refused service as a result of the Eligible Vehicle being deemed dangerous, over laden or un-roadworthy, the AA will endeavour to arrange assistance on behalf of the Authorised Driver but will not pay for this service.
  22. While the AA seeks to provide MG Assistance at all times, the AA's 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 our reasonable control. Events which might constitute circumstances outside our 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 license 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.
  23. The AA shall not, in any event, and to the extent permitted by law, have any responsibility for any increased costs or expenses, for any loss of profit, business, contracts, revenue or anticipated savings or 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), breach of agreement or otherwise. For the avoidance of doubt, nothing in this clause or these Terms and Conditions shall exclude or restrict the AA's liability for negligence resulting in death or personal injury.
  24. Failure to enforce or non-reliance upon any of these terms and conditions by the AA on a particular occasion or occasions will not prevent the AA from subsequently relying on or enforcing them.
  25. The headings used in these terms and conditions are for convenience only and shall not affect the interpretation of their contents.
  26. None of the terms and conditions, or benefits, of, or under, MG Assistance is enforceable by anyone other than the Authorised Driver. For the avoidance of doubt, and without limitation to the generality of the foregoing, any rights under The Contracts (Rights of Third Parties) Act 1999, or any replacement thereof, are hereby excluded.
  27. Nothing in these terms and conditions shall affect the statutory rights of the Authorised Driver as a consumer.
  28. These terms and conditions are governed and, shall be interpreted in accordance with the laws of England and Wales. These terms and conditions and all correspondence relating to them shall be in English.

### What is not covered

- routine maintenance and running repairs, such as fixing faulty radios, interior light bulbs, heated rear windows;
- the cost of spare parts, petrol, oil, keys, consumables or other materials and garage or other labour required to repair the Eligible Vehicle or any supplier delivery of call out charges;
- attendance or any costs or charges connected with the drainage or other removal of fuel, lubricants or other fluids due to the introduction of an inappropriate fluid. It is the Authorised Driver's responsibility to instruct the repairer as to the work required. Any contract for repair will be between the Authorised Driver and the repairer;
- any additional charges resulting from failure to carry a legal and serviceable spare wheel(s) or tyre(s) in the Eligible Vehicle. The AA will endeavour to arrange assistance from a third party on behalf of the Authorised Driver but will not pay for the cost of the call out or any repair. All other costs are the responsibility of the Authorised Driver;
- Assistance for eligible Vehicles not displaying the relevant road fund licence;
- having the Eligible Vehicle stored or guarded in the absence of the driver;
- providing service to the Eligible Vehicle when it is on private property, for example garage premises. The AA will be entitled to refuse service unless the MG Service Partner can establish to the AA's satisfaction that permission has been given by the relevant owner or occupier;
- any personal transportation costs except those covered by Relay Plus;
- any ferry or toll charges levied in relation to the Eligible Vehicle that is being towed or recovered;
- attendance or payment for lost or stolen keys, or when keys have been locked in the Eligible Vehicle.
- the provision of service to any persons in excess of the number of seats fitted in the Eligible Vehicle, or to anyone who was not travelling in the Eligible Vehicle at the time of the breakdown;
- the recovery of vehicles bearing trade plates or which the AA has reason to believe has just been imported or purchased at auction;
- 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;
- the transportation or arrangement of 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 safety reasons). The AA will not recover horses or livestock. If the AA at its absolute discretion agrees to transport any animal then this will be at Your risk. It is Your responsibility to secure any animal being transported or to make alternative arrangements for its transportation.

## USE OF YOUR PERSONAL DATA

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

### The AA plc and our Data Protection Officer

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

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

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

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

- **Personal and contact details**, such as title, full name, contact details and contact details history;
- **Your date of birth, gender and/or age**;
- **Your nationality**, if needed for the product or service;
- **Details of beneficiaries**, such as joint policy holders, named drivers, beneficiaries of our products or services;
- **Family members** (if relevant to the product or service);
- **Records of your contact with us** such as via the phone number of our breakdown service and, if you get in touch with us online using our online services or via our smartphone app, details such as your mobile phone location data, IP address and MAC address;
- **Products and services** you hold with us, as well as have been interested in and have held and the associated payment methods used;
- **The usage of our products and services**, any call outs and claims, and whether those claims were paid out or not (and details related to this);
- **Marketing to you and analysing data**, including history of those communications, whether you open them or click on links, and information about products or services we think you may be interested in, and analysing data to help target offers to you that we think are of interest or relevance to you;
- **Vehicle information**, such as make and model, faults, repairs and repair costs. Offers may include our car, insurance, financial services, connected car, travel and any of our other products and services;
- **Telematics and driving information** about your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken (for example, if you have Car Genie);
- **Driving school assessment**, including feedback and analysis of your instructor;
- **Information about your use of products or services held with our business partners**, such as insurance policies, mortgage, savings or financial services and products;
- **Information we obtained from third parties**, including information about insurance risk, pricing, claims history, instances of suspect fraud and usage history;

- **Personal information which we obtain from Credit Reference Agencies and Fraud Prevention Agencies** (see the section on 'Fraud Prevention Agencies' below), including public (e.g. defaults, CCJs) and shared credit history, financial situation and financial history;
- **Fraud, debt and theft information**, including details of money you owe, suspected instances fraud or theft, and details of any devices used for fraud;
- **Criminal records information**, including alleged offences, for example if you apply for car insurance;
- **Information about your health or if you are a vulnerable customer**;
- **Information about your property**, such as location, value, number of rooms, property type and building work you've had done;
- **Financial details about you**, such as your salary and details of other income, details of your savings, details of your expenditure, and payment method(s);
- **Details about all of your existing borrowings and loans**, if relevant;
- **Information about your employment status**, if relevant;
- **Information about your property occupier status**, such as whether you are a tenant, live with parents or are an owner occupier of the property where you live at the time of your application;
- **Your residency and/or citizenship status**, if relevant, such as your nationality, your length of residency and/or whether you have the permanent right to reside;
- **Your marital status, family, lifestyle or social circumstances**, if relevant to the product (for example, the number of dependents you have or if you are a widow or widower);
- **Information we buy or rent from third parties**, including demographic information, vehicle details, details of outstanding finance, vehicle claims history, marketing lists, publicly available information, and information to help improve the relevance of our products and services;
- **Insights about you and our customers** gained from analysis or profiling of customers;
- Where relevant, **information about any guarantor** which you provide in any application;
- **Third party transactions**; such as where a person other than the account holder uses the service, information about that person and the transaction; and
- **Tax information**, if relevant (for example, for savings accounts).

## 2. What is the source of your personal information?

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

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

### 3. What do we use your personal data for?

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

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

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

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

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

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

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

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

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

**6. How and when can you withdraw your consent?**

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

**7. Is your personal information transferred outside the EEA?**

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

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

To process your application, we'll perform credit and identity checks on you with one or more credit reference agencies (**CRAs**). Where you take insurance, financial or credit from us we may also make periodic searches at CRAs to manage your account with us. To do this, we'll supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We'll use this information to:

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

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

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

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

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

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

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

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

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

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

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

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

In this section, monitoring means any: listening to recording of, viewing of, intercepting of, or taking and keeping records (as the case may be) of calls, email, text messages, social media messages, in person face to face meetings and other communications.

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

This information may be shared for the purposes described above.

#### **13. What about other automated decision making?**

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

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

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

- For as long as we have reasonable business needs, such as managing our relationship with you and managing our operations;

- For as long as we provide goods and/or services to you and then for as long as someone could bring a claim against us; and/or
- Retention periods in line with legal and regulatory requirements or guidance.

#### **15. What are your rights under data protection laws?**

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

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

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

#### **16. Your right to object**

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

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

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

**Changes to this privacy notice**

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

**Contact Us**

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

## AA Company Details

Automobile Association Developments Limited, trading as AA Breakdown Services. Registered Office: Fanum House, Basing View, Basingstoke RG21 4EA. Registered in England and Wales Number: 01878835.

Breakdown Assistance:

01 6179075

