

**AA**



Membership

---

**TERMS & CONDITIONS**

# Welcome to AA Membership

AA Membership means you're covered 365 days a year for 24/7 breakdown assistance, whether you're a driver or a passenger in any car. Our AA Patrols are like mobile garages and fix 8 out of 10 cars at the roadside.

## The fastest way to report a breakdown is through the AA App



### AA Breakdown

Report your breakdown to give us your location straight away



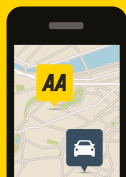
### AA Rewards

Access to exclusive benefits and special offers



### AA Membership card

No need to carry physical cards, your AA Membership card is stored on our App, so you'll always have it wherever you go



Download for free today  
**Visit theAA.ie/app**



You can also report a breakdown by calling

**0818 66 77 88**

Northern Ireland & UK  
**+353 1 6497460**

Now that you're an AA Member, check out our other products:



Home  
Insurance



Car  
Insurance



Travel  
Insurance



Roadwatch



Routeplanner



Fuel Assist

For more  
information  
visit **theAA.ie**

If you've any questions our web chat agents are there to help. Simply click in the bottom right corner on theAA.ie to start chatting. They are available Monday - Friday 9am-6pm and Saturday 10am - 3pm.

# Contents

<b>Useful information</b>	4
<b>Terms &amp; Conditions</b>	5-10
Roadside Rescue	8
Home Start	9
Rescue Plus	9-10
<b>Insured Benefits</b>	10-13
What is covered	10
Sections of Cover	11
- Replacement Car - Cover & Making a claim	11
- Overnight accommodation – Cover & Making a claim	11-12
- Public Transport costs – Cover & Making a claim	12
Complaints Procedure	12-13
Data Protection	13
<b>Uninsured Benefits</b>	13-14
Unaccompanied recover of your vehicle	13-14
<b>Additional Members</b>	14
<b>Cooling off Period</b>	14-15
<b>AA Membership Payment Options</b>	15-16
Recurring Payment Plan	15-16
Annual Payment Plan	16
<b>Amending your Membership Benefits</b>	16-17
<b>AA Fair Play Policy</b>	17
<b>Membership Cancellation</b>	17-18
<b>AA Ireland Data Protection Notice</b>	18-21

Please Note: This booklet sets out the Terms and Conditions of your contract with AA Ireland Ltd ('The AA') under which you are eligible to receive certain breakdown assistance services. These Terms and Conditions of Membership are valid for new and existing Members of The AA

## Useful Information

AA Membership covers you 24/7 365 days a year. Our Mobile Garages Fix 8 out of 10 cars on the Roadside.

The AA App is the fastest way to report a breakdown as it will give our Patrols your location straight away. The AA App also has great benefits like:

- AA Membership card – Your Membership card is digital so you have it with you everywhere you go
- AA App - Pinpoints your exact location and tracks your AA Patrol while you wait

Download the AA App today or Call **0818 66 77 88** if you breakdown - 24 hours a day.

It is important that you contact The AA if you require assistance- if you contact a garage directly, you will have to settle the bill and The AA will be under no obligation to reimburse you.

**To amend or review your cover or, if you have a complaint, compliment or suggestion we would really like to hear from you. There are a few ways you can contact us:**

- Online at **theAA.ie/webchat**
- E-mail us at **Membership@theaa.ie**
- Call us on **0818 227 228**
- Write to us at The AA, 20-21 South William Street, Dublin 2, D02 XE77

## Important Note

You will need your AA Membership number when requesting rescue service – Your AA Membership number can be found on your documents. To make things easier you can find your Membership number on your Membership card which is stored on the AA App. This way you'll always have your Membership number handy if you need assistance.

# Terms and Conditions

The Terms and Conditions of AA Membership set out below are correct at the time of going to print and do not affect your statutory rights. The Terms and Conditions may change during the period of your AA Membership cover. You will be informed of any changes to these Terms and Conditions accordingly. Please ensure to read all the Terms and Conditions carefully.

1. All Members must pay the appropriate subscription on the due date and are bound by the AA's Terms and Conditions. Members who avail of the recurring payment plan must ensure the relevant payments are made on the due dates. Recurring payments returned unpaid and which remain outstanding may affect services detailed in the Terms and Conditions.
2. Once you have joined the AA, cover begins 24 hours after your chosen start date. If you have chosen Rescue Plus as part of your Membership, this cover will begin 48 hours after chosen start date.
3. The AA Rescue Assistance service, which includes all the services detailed in these Terms and Conditions, are available to you when (a) you have Personal Membership and you are stranded as a result of the vehicle in which you are travelling experiences a breakdown or accident or (b) you have Vehicle Membership and the vehicle covered under your AA Membership breaks down. Both of the above are covered in the Republic of Ireland, Northern Ireland or Great Britain.
4. AA Membership does not provide cover for non-essential repairs such as replacing interior light bulbs or inconvenient faults such as a faulty radio. Nor must AA Membership services be used in place of regular servicing.
5. The AA Rescue Assistance service is available to Members when they are travelling in or on one of the following motor vehicles; cars, vans, minibuses, motorcycles – all of which are subject to a maximum gross vehicle weight (GVW) limit of 3,500kg (3.5 tonnes). Assistance is also given in relation to any caravan or trailer being towed at the time of the breakdown or accident, provided the gross weight of the caravan or trailer does not exceed 3,500kg (3.5 tonnes) and the vehicle towing it does not exceed 3,500kg (3.5 tonnes). There are weight, length and width restrictions which apply to all levels of service provided including:
  - Overall width up to 2.3 metres (7ft 6in)
  - Overall length (motorised vehicles) up to 5.5 metres (18 feet)
  - Overall length (non-motorised caravans and trailers) up to 7.6 metres (24ft 9in)
  - Vehicles including vans, caravans and trailers up to 3,500kg (3.5 tonnes) GVW
6. You will need your AA Membership number when requesting rescue service– Your AA Membership number can be found on your documents. To make things easier you can find your Membership number on your Membership card which is stored on the AA App. This way you'll always have your Membership number handy if you need assistance.

7. The AA reserves the right to refuse vehicle assistance unless you or the named additional Member(s) is/are present at the scene at the time of the breakdown or accident and when our agent attends your breakdown or accident.
8. The AA reserves the right to refuse service where it has been requested to deal with the same or similar fault or cause of breakdown to the same vehicle within the preceding 28 days.
9. It is your responsibility to ensure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. The AA may, at its sole discretion, suspend or expel a Member or restrict in whole or in part the services and benefits to which he or she is entitled, or impose conditions under which such services will be made available. Action may be taken in the following circumstances:
  - Excessive use (See Fair Play Policy – section 47, page 17)
  - If a Member behaves in a threatening or abusive manner towards AA Employees or AA Appointed Garage Agents
  - If a Member has falsely represented that they are entitled to services that they are not entitled to
  - If a Member has assisted another person in accessing AA services to which they are not entitled
  - If a Member's request for service is deemed by the AA to be unreasonable or impracticable
  - If a Member past or present has had a previous Membership suspended, cancelled or had a service restriction applied, we retain our right to cancel the current Membership at our sole discretion
  - If a Member past or present has an outstanding balance on a previous Membership, we retain our right to cancel the current Membership at our sole discretion
  - We reserve the right to cancel a current Membership at our sole discretion
10. Service from AA Patrols is subject to availability and may be supplemented by AA Appointed Garage Agents.
- 10.1 AA Patrols are not in a position, and should not be expected, to comment on the general safety or roadworthiness of a vehicle after a breakdown or accident or an emergency repair. In addition, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned. However, The AA reserves the right to refuse service where, in the opinion of the AA Patrol or AA Appointed Garage Agent, the vehicle concerned was, immediately before the breakdown or accident, dangerous or un-roadworthy, or where the giving of service would involve or give rise to any potential breach of the law (including but not restricted to any breach of road traffic regulations or health and safety provisions).
11. Normally, an agent appointed by The AA will charge The AA directly for any service it has provided on the AA's behalf. Should your vehicle be recovered to a garage all subsequent

costs must be met in full and are directly between the Member and the garage.

- 11.1 It is important that you contact The AA if you require assistance – if you first contact a garage, regardless of whether they are an AA Approved Garage, you will have to settle their bill and the AA will be under no obligation to reimburse you. Furthermore, in these circumstances, you cannot avail of Membership entitlements including Rescue Plus.
- 11.2 The AA will only accept responsibility for the actions of an agent where the agent is acting on The AA's instructions and is providing assistance to which you are entitled under AA Membership.
12. Roadside/Home Diagnostic: Failure to inform the The AA of a known fault with your vehicle and or inform the attending resource (AA employee/Contracted agents) can lead to damage of a component when AA resource is attempting to diagnose the cause of your vehicle breaking down. The AA cannot accept any liability if damage is caused to any component when failure to disclose a known fault by AA Member/Customer to AAI.
13. AA Rescue Assistance service does not include the following:
- Routine maintenance and running repairs, such as radios, interior light bulbs, heated rear windows
  - The cost of spare parts, fuel, oil, keys or other materials and garage or other labour required to repair your vehicle
  - Any costs or charges connected with the drainage or other removal of fuel, lubricants or other fluids where this is required as a result of the introduction of any inappropriate fuel, lubricants or other fluids to a vehicle
  - Any services that are needed such as a locksmith, body glass tyre or other specialists, however The AA will endeavour to arrange this on your behalf
  - Any additional charges resulting from your failure to carry a legal and serviceable spare wheel(s) or tyre(s). The AA will endeavour to arrange assistance from a third party on your behalf, but will not pay for the cost of their call-out or any repair
  - Any payment in relation to the removal of your vehicle to a repairer if your vehicle is deemed dangerous or un-roadworthy. However, The AA will endeavour to arrange this on your behalf
  - Having your vehicle stored or guarded in your absence
  - The initial recovery of a breakdown or accident-damaged vehicle when it has left the Roadside, is in a ditch, sunk in soft ground, sand or shingle, or when it is stuck in snow, flood water or by the removal of its wheels. We will endeavour to arrange, but will not pay for, any specialised lifting or towing assistance needed to recover the vehicle. Once the vehicle is back on the roadside, normal AA Service will be provided under your Membership entitlement
  - The AA will be entitled to refuse service unless you can establish to its satisfaction that you have the permission of the relevant owner or occupier if your vehicle is on private property, for example garage premises
  - Any personal transportation costs except such as may be covered by Rescue Plus

(once the member has agreed to include Rescue Plus in their cover)

- The recovery of a vehicle immobilised by means of a wheel clamp or similar device
  - Requests for repatriation for vehicles in the UK unless that vehicle was taken to the UK by the Member requesting service. You may be requested to provide evidence that your vehicle was taken to the UK by you e.g. ferry tickets
14. 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.
15. The AA reserves the right to make changes to these Terms and Conditions and you will be informed of these changes accordingly.

While The AA seeks to meet the service needs of Members at all times, its resources are not infinite 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, such as Acts of God, outbreak of hostilities, riot, civil war, acts of terrorism, acts of government authority, fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle equipment or systems failures, failure of telecommunications lines or systems, default of suppliers or subcontractors, theft, malicious damage, strike, lockout or industrial action of any kind.

The AA shall not, in any event, and to the extent permitted by law, have any responsibility for any increased costs or expenses, loss of profit, business, contracts, revenue, anticipated savings or any special, direct or indirect or consequential or economic losses incurred as a result of or in connection with the provision or non-provision of any service regardless of arising whether in contract or tort.

## **Roadside Rescue**

16. Roadside Rescue is available to you if you are stranded on the roadside at least 500 metres (550 yards) from your home, following a breakdown or accident. It is available 24 hours after the relevant subscription has been paid and is not available for pre-existing breakdowns.
- 16.1 If an AA Patrol or AA Appointed Garage Agent cannot fix your vehicle within a reasonable time, it will be taken to The AA's choice of the nearest AA Appointed Garage, franchised dealer or other appropriate local repairer, or alternatively to a destination of your choice provided it is no further. It is then your responsibility to instruct the repairer to make any repairs required. Any contract for repair will be between you and the repairer and it is your responsibility to pay them. Under no circumstances shall The AA be deemed to be acting as agent or otherwise on behalf of either the Member or the repairer.
- 16.2 Roadside Rescue does not cover any additional transport or other costs that you might incur, regardless of whether they are as a result of your vehicle being towed or

otherwise.

## Home Start

**If you also subscribe to Rescue Plus, you will not be entitled to use its benefits when the incident is at or within 500m of your home address.**

17. Home Start provides assistance at or within 500m of your home address.
18. This extra benefit of AA Membership becomes available 24 hours after Home Start has been added and is not available for pre-existing breakdowns.
19. If you avail of Home Start and we are unable to repair the vehicle, the AA will arrange for the removal of the vehicle to the nearest AA Appointed Garage or another destination of your choice at no greater distance, at The AA's expense.
20. Service is provided only if the vehicle was in a roadworthy condition prior to the incident.
21. AA Patrols do not carry out major servicing repairs or re-assembly. In such cases, we will arrange removal to a garage in accordance with paragraph 18.

## Rescue Plus

22. Rescue Plus consists of insured and uninsured elements which are detailed below. The nationwide tow is an uninsured element. The replacement car, overnight accommodation and public transport costs are all insured elements. Please read below which outlines of your cover.
23. Rescue Plus is available to you when The AA cannot arrange a local repair within a reasonable time following a roadside breakdown, accident or act of vandalism and entitles you to (the following are subject to availability).
24. This optional extra to Roadside Rescue is available to you and your additional Members if it has been added to your Membership at least 48 hours before you breakdown. No request for Rescue Plus benefits will be accepted when the breakdown, accident or act of vandalism has occurred prior to the Member paying the Rescue Plus subscription.
25. **Rescue Plus is not available at your home address if you also have Home Start cover.**
26. The following benefit provided under Rescue Plus is provided as a service by the AA:
  - The unaccompanied recovery of your vehicle to your destination in Ireland (see page 14). The options above are mutually exclusive and will not generally be provided when your vehicle can be repaired locally on the same day. You must choose which service is required at the time of the Rescue Plus service being actioned
  - If your vehicle needs to be repatriated from the UK, the recovery of your vehicle may be carried out in stages due to the nature of the distances and driving regulations involved

27. The following benefits provided under Rescue Plus are insured by Amtrust International Underwriters DAC:
- A replacement car can be availed of for a usage period of 48 hours  
*Or*
  - One night accommodation including breakfast for driver and passengers in the car, up to a maximum of five people and a cost of €200 in total  
*Or*
  - A refund of all reasonable public transport costs incurred in order to complete your journey, up to a maximum of €200 on a pay and claim basis

## **Insured Benefits**

28. The Membership provided under the following Sections of Cover are provided by The AA. Insurers accept no responsibility if the Rescue Plus services are not available from The AA for any reason.

AmTrust International Underwriters Designated Activity Company, registered in Ireland (number 169384) at 6-8 College Green, Dublin 2, D02 VP48, authorised and regulated by the Central Bank of Ireland for conduct of business rules with reference Number C33525.

Amtrust International Underwriters DAC has appointed MIS Underwriting Limited to provide management, administration and claims handling services in relation to the insured elements of Rescue Plus.

AA Membership is not a regulated product however the car hire, travel expenses and accommodation elements of Rescue Plus are regulated. AA Ireland Limited trading as AA Insurance is regulated by the Central Bank of Ireland.

## **What is Covered**

29. The Insurer will indemnify Members up to the limits and/or amounts specified in the individual Sections of Cover below, subject to the terms and conditions of the Policy, for an event giving rise to a claim under the Policy within the period of the Membership and the period of the Policy.

## Sections of Cover

### Replacement Car – Cover & Making a Claim

30. The Administrator will arrange for an Approved Supplier to hire a Replacement Vehicle to the Member to enable the Member to complete their original planned journey. Subject to:
- The Member requesting a Replacement Vehicle on the day of the Roadside Breakdown
  - The choice of Approved Supplier and the Hire Vehicle is at the discretion of the Administrator
  - A Hire Vehicle cannot be provided where the requirements of the Approved Supplier cannot be met by the Member
  - Confirmation from AA Ireland that the Member's Vehicle that has suffered a Roadside Breakdown is legally undriveable or requires repairs which will result in it being off the road
  - Maximum 48 Hours hire

You are responsible for the payment to the supplier for any car hire charges or other ancillary expenses for a period in excess of 48 hours. You are also responsible for the payment of all fuel used during the replacement period and a deposit will be required at the time of the commencement of the hire period. Cash deposits are not accepted during out of office hours. During opening hours if you are paying by credit/debit Card a €50 deposit is required, if paying by cash a €200 deposit is required.

The supplier reserves the right to refuse service. It is your responsibility to return the car to a suitable hire company depot within the Republic of Ireland. The AA cannot guarantee the provision of any non-standard equipment on cars, e.g. tow bar, automatic transmission etc.

If for any reason a Hire Vehicle is not available the option of Overnight Accommodation or Public Transport Costs will be provided, subject to clauses 30 and 31 below.

### Overnight Accommodation – Cover & Making a Claim

31. The Administrator will arrange for a local hotel and pay Overnight Accommodation charges, if the Member is unable to complete their original planned journey on the same day following a Roadside Breakdown. Subject to:
- Hire Vehicle being unavailable
  - Up to a Maximum of €200 on a pay and claim basis
  - The Member is responsible for paying for all meals consumed (other than

breakfast), drinks and other incidental expenses (e.g. telephone calls, newspapers) incurred. Payment for these must be made direct to the hotel or guesthouse before leaving.

- The Member is responsible for the costs of all onward travel relating to the original planned journey.

Payment for these must be made direct to the hotel or guesthouse before leaving. A claim for refund should be made within a period of 28 days. Receipts, accompanied by your AA Membership number, should be either emailed to **accountspayable@theaa.ie** or sent to Finance Department, The AA 20-21 South William Street, Dublin 2, D02 XE77.

## Public Transport Costs – Cover & Making a Claim

32. The Administrator will refund the cost of suitable public transport to continue the original planned journey prior to you breaking down. Subject to:
- Hire Vehicle being unavailable
  - The Member providing original proof of purchase, as provided by the public transport provider.
  - The Member making the claim within a 28 days of the Roadside Breakdown
  - Maximum of € 200 per claim on a pay and claim basis

It is your responsibility to retain proof of purchase. Receipts, accompanied by your AA Membership number, should be either emailed to **accountspayable@theaa.ie** or sent to Finance Department, The AA 20-21 South William Street, Dublin 2, D02 XE77.

## Complaints Procedure

33. Our aim is to get it right, first time, every time. If we make a mistake, we will try to put it right promptly. If you are unhappy with the service that has been provided, you should address your complaint to the [service@theaa.ie](mailto:service@theaa.ie). Should you have a query or complaint regarding the administration or claims under the Policy, you should address your complaint to [service@theaa.ie](mailto:service@theaa.ie) or AA Ireland, 20-21 South William Street, Dublin 2, D02 XE77. Your complaint will be acknowledged in writing within 5 working days. We will aim to resolve your complaint, and issue a response to you, within 20 working days. If we are unable to resolve it within this timeframe, we will write to you with an update, and details of when you will receive a response. If you are unhappy with our response, you have the right to refer this to the Financial Services Ombudsman. The contact details are below – Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Tel: +353 1 567 7000

E-mail: [info@fspo.ie](mailto:info@fspo.ie)

34. If you have a complaint about any other aspect of AA Membership, please contact us using one of the below methods;
- Online at **theAA.ie/webchat**
  - E-mail us at **Membership@theaa.ie**
  - Call us on **0818 227 228**
  - Write to us at The AA., 20-21 South William Street, Dublin 2, D02 XE77

## Data Protection

35. Any personal data you provide to The AA (we, us) will be held securely and in accordance with the Data Protection Legislation. We will use your personal data for the purposes for which you have provided it. In respect of the insured elements of Rescue Plus, we will disclose personal data to Amtrust International Underwriters DAC so that the service you requested can be provided. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us to process their personal data. You also confirm that you have explained to them who we are and what we will use the data for. By providing us with the information you consent to all of the information being used, processed, disclosed and retained for the purposes of providing you with the insured elements of Rescue Plus. Your details, your insurance cover and claims will be held by us and or the insurer or their agent for underwriting, processing new applications, renewals, claims handling, fraud prevention and research/statistical purposes.

For full details of how The AA use your personal data, please refer to the Data Protection section on page 18-19.

## Uninsured Benefits

36. The following benefit of Rescue Plus is provided by The AA as a service. It is not insured by Amtrust International Underwriters DAC

### Unaccompanied Recovery of your Vehicle

37. The AA will arrange the recovery of your vehicle to your destination within Ireland. However, such service will not normally be provided immediately, although every effort will be made to recover your vehicle as soon as possible.
38. The following vehicles are eligible for Rescue Plus: cars, motor cycles, trailers, goods vehicles, private motorised caravans and ambulances not exceeding the limits in paragraph 5, page 5.

39. The AA will not recover vehicles (including caravans/trailers) which exceed all or any of the dimensions given in paragraph 5, page 5.
40. Rescue Plus is not available to motor dealers, delivery companies, to transport immobilised vehicles as part of a commercial activity, or to transport vehicles used for racing, rallying or other motor sport activities.
41. The AA will NOT provide Rescue Plus when:
- The AA is able to arrange a repair by an AA Patrol or AA Appointed Garage on the same day the breakdown occurred
  - Prompt repair is prevented by failure to carry a serviceable spare wheel. We note that some vehicles can be fitted with foam kits or temporary tyre repair kits and The AA will assist accordingly
  - When the vehicle is at or near your home address (home address is defined as the normal place of residence or the place where the vehicle is normally parked. For Company Members and hire cars, the home address is defined as that of the driver)
42. The AA may help in arranging but will NOT pay for:
- The recovery of any vehicle which would be dangerous or illegal for AA Employees or AA Appointed Garage Agents to load and/or transport.
  - Ferry costs.
- NOTE:** Service will not be provided in the UK if the Member is travelling to the UK to repatriate a vehicle (see page 9).

## **The Following Sections Apply to All Benefits under AA Membership**

### **Additional Members (only available for Personal Members)**

43. A maximum of three additional Members can be added and they must live at the same address. Any changes to the Membership including cancellation must be made by the main Member unless previous authorisation has been given. Any changes made by The AA or the main Member will automatically be applied across all Members. Examples of changes made by The AA include termination of Membership or imposition of restrictions. The fee for additional Members applies on a per person basis.

### **Cooling Off Period**

44. AA Membership comes with a cooling off period. This is the period in which you have the right to withdraw from this product, provided there has been no claim made or service

provided. You can withdraw within 14 days of the starting date of cover or the date which you receive the full terms and conditions of cover, whichever is later. Choosing to exercise this right will mean that no cover was ever in place and will entitle you to a full refund of any monies paid. No claim or request for service may be made at a later date.

## **AA Membership Payment Options**

AA Members can pay for their Membership on a recurring or a non-recurring basis. Monthly and annual recurring payment options are available to Members. Payments are taken in Instalments each month if a Member selects the monthly payment option. The payment is taken in full once every year if a Member selects the annual payment option. If you choose to pay by non-recurring payment you will need to contact us every year to pay for your Membership, as payment will not be debited from your account automatically. Please refer to our Terms of Business (<https://www.theaa.ie/aa/about-us/terms-of-business.aspx>) and your AA Membership documents for information relating to fees and charges that may apply.

### **45. Monthly Recurring Payment Plan**

The AA Membership recurring Payment Plan allows you to enjoy all the benefits of being a Member of The AA while spreading the cost of Membership each month. Your first month's payment is taken at the point of sale followed by ongoing monthly payments. If your recurring payment is cancelled, you must pay the outstanding balance for that Membership year (See page 18).

- Monthly payments will be collected on the first working day of each month. It may take up to 3 days for your account to be debited.
- When you choose to pay monthly your AA Membership will be automatically renewed each year by recurring payment and you will continue to pay monthly until we are notified by you to cancel.
- In agreeing to pay by monthly payment, you agree to authorise The AA to charge your bank account/credit/debit card for your Membership cover every month. You also authorise The AA to debit your bank account/credit/debit card the charge for any upgrade to your Membership. This authorisation can be withdrawn by informing The AA. Should you cancel your Membership mid-year, you must pay the outstanding balance for that Membership year.
- If a payment is returned unpaid, where possible we will attempt to collect this again. Should this payment remain outstanding, we will require full payment of the full outstanding balance. Non-receipt of this will result in cancellation of your Membership.
- Each non-payment may be subject to a charge of up to €10.00, where due, this amount will be added to your re-presented payment.

- Any amendments to your cover which result in a refund or additional charge will be reflected in your monthly payments accordingly. We will notify you of the monthly amended amount.
- The AA reserves the right to refuse this payment option.

#### 46. **Annual Recurring Payment Plan**

- Annual Payment allows you to pay for your Membership in full, once a year.
- This payment can be made by credit/debit card, cheque or postal order or by annual recurring payment from your bank account or credit/ debit card at the same time every year. When you pay by Annual recurring payment, your first year's payment will be taken at point of sale followed by ongoing annual payments. You will receive your next year's Membership statement in advance of payment ensuring continuous cover.
- In agreeing to pay by recurring payment, you agree to authorise The AA to charge your bank account/credit/debit card for your annual Membership cover every year. You also authorise The AA to debit your bank account/credit/debit card the charge for any upgrade to your Membership. This authorisation can be withdrawn by informing The AA. You should inform The AA at least 10 days prior to payment.
- Non-payment may be subject to a charge of up to €10.00, where due, this amount will be added to your re-presented payment. Your Membership may be cancelled for non-receipt of payment.
- The AA reserves the right to refuse this payment option.

## **Amending your Membership Benefits**

47. You can add the benefits of Home Start, Rescue Plus and Additional Members (only available to Personal Members) during the Membership year. Benefits added at the beginning of a Membership year can be removed at any stage but refunds only apply in the first 3 months. Benefits added mid-year can be removed but no refund applies. No refund will be given in the event of the service being used.

(a) Annual Payment: Additional benefits can be added at any time during the Membership upon receipt of full payment. Benefits added at the beginning of a Membership year can be removed however no refunds apply after the first 3 months of the Membership or in the event of the service being used. Please allow up to 10 days for all refunds. This does not affect your right to avail of the cooling off period within the first 14 days of taking out the initial AA Membership.

(b) Monthly Payment: Additional benefits can be added at any time during the Membership upon receipt of the pro-rata rate. Benefits added at the beginning of a Membership year cannot be refunded. This does not affect your right to avail of the cooling off period within the first 14 days of taking out the initial AA Membership.

Note: Only the Member can make amendments to cover or apply for a refund. For annual & monthly payment Members, any upgrades to existing cover will not be effective until the relevant payment is received for that added benefit.

## **AA Fair Play Policy**

48. AA Fair Play is designed to keep Membership affordable by making sure that excessive use by Members is avoided. We have therefore placed limits on the number of call-outs that can be made by any one Member in a subscription year.

Each level of AA Membership is subject to a call-out limit in a Membership year. Personal Members will be entitled to a maximum of 6 call-outs in a subscription year. If you have subscribed to Rescue Plus, up to 3 of these call-outs may include Rescue Plus benefits. If your subscription includes additional Member(s), you and your additional Members are entitled to a combined maximum total of 7 call-outs. Vehicle Memberships are entitled to a maximum of 3 call-outs in a subscription year.

If the relevant permitted call-outs are exceeded, The AA may require the payment of an additional contribution to the subscription in such amount as may be determined by The AA before undertaking any additional call-outs.

We will monitor call-outs on an individual basis to ensure fairness is applied at all times. Under this policy, we endeavour to keep all our Members informed of their call-out usage. We will write to you and inform you of your usage before the contribution procedure is implemented thus allowing you the opportunity to take the necessary action. Personal Membership is designed to provide breakdown assistance to personal Members, and is not permitted for use by the vehicle trade. Any instances of this will result in immediate cancellation.

## **Membership Cancellation**

The AA reserves the right to cancel the Membership, if the maximum number of call-outs by that Member is exceeded in two consecutive Membership years. In such event no refund shall be payable. Where the fair usage policy is exceeded, The AA also reserves the right to cancel the Membership and in that event no refund shall be made.

49. For annual payment Members, cancellation requests within 28 days of joining will be refunded in full and a pro-rata refund will apply up to 3 months after joining, provided the Member has not availed of The AA Rescue Service within that period. No refunds apply after 3 months of cover.
50. A refund will be given to monthly payers who haven't used the service and make a cancellation request within 28 days of joining. After these 28 days, no refund will be

provided. If a Member has used the service within these 28 days then no refund applies and any outstanding Member payments become payable.

- 51. The AA may charge a cancellation fee of €20, if applicable, this will be deducted from any refund due.
- 52. Requests to cancel a Membership, during a Membership year, must be confirmed in either writing, by post, webchat, phone or email, to The AA. Please allow 10 days for all refunds.
- 53. Please note that if you are an AA Insurance customer and you are receiving enhanced policy benefits and/or a discount on your insurance premium as an AA Member, these benefits will no longer apply from the next renewal date should you cancel your AA Membership.

# AA Ireland Data Protection Notice

## Important – Personal Information

This section tells you how we use your information and how you can exercise your data protection rights. We confirm that AA Ireland Limited t/a AA Insurance is your data controller. Data protection queries or requests can be sent to [compliance@theaa.ie](mailto:compliance@theaa.ie) or in writing to The Data Protection Officer, 20-21 South William Street, Dublin 2, D02 XE77.

AA Ireland will use your personal information for the provision of breakdown services and related matters such as complaint handling, detection of fraud and statistical analyses. If providing us with information for any other person named on your Membership, it is important that they have agreed to their personal information being provided to us and you agree that you will bring this information to their attention at the earliest opportunity.

PURPOSE	LEGAL BASIS
To provide you with a quote for Membership, and breakdown assistance if you buy the cover	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract
To manage and administer your AA Membership	Processing is necessary for the performance of a contract
To make and receive payments in relation to your Membership	Processing is necessary for the performance of a contract

PURPOSE	LEGAL BASIS
To manage and investigate complaints	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract
For statistical analyses, market research, customer satisfaction surveys and data analytics including profiling	Processing is necessary for the purposes of our legitimate interests. This is for the improvement of AA's processes, products and services
To store and make back-ups of your data for disaster recovery purposes	Processing is necessary for compliance with a legal obligation
To comply with laws and regulations	Processing is necessary for compliance with a legal obligation
To detect and prevent fraud and other offences and to assist An Garda Síochána with investigations	Processing is necessary for the purposes of our legitimate interests. This is to investigate and prevent potential fraudulent or other illegal activity

### How else do we collect personal information about you?

The majority of the personal information we collect is received directly from you. We may also receive information from other people or companies such as –

- Your vehicle distributor
- Publicly available information (e.g. online)
- If you have the benefit of Rescue Plus we may receive information from your insurer, after the contract of insurance is in place (e.g. in the event of a claim)

### Will AA Ireland share your personal information?

We may share your details with third parties, including –

- Our representatives such as technology suppliers, hosting/storage providers, document providers, payment providers, customer research partners, data storage providers and lawyers

- An Garda Siochana and other law enforcement agencies to detect, prevent or investigate possible criminal activity or fraud
- Car hire companies to provide you with the benefit of car hire under the Rescue Plus benefit
- Garage agents who provide breakdown services on behalf of AA Ireland
- If you have the benefit of Rescue Plus, we will share your information with insurers in order to provide you with this benefit and the ongoing management of this.

On occasions some of your personal information may be sent to or accessed by other parties outside of the European Economic Area (EEA). This is done in compliance with the appropriate legal and technical safeguards including strict contractual obligations.

### **Are any decisions about you automated?**

AA Ireland may use profiling which means that we may use your personal data to evaluate, analyse or predict the performance of your AA Membership. The results of this profiling may be a factor in fees or charges set by AA Ireland.

### **How long do AA keep your information for?**

Information will be held for 6 years following the end of the relationship with you. We will retain call recordings for 6 years from the date of the call.

### **What are your rights over your data that is held by AA?**

As a data subject you have the right to –

- Access the personal data that we hold on you
- Have inaccurate information about you corrected
- Have your personal data erased. This applies in specific situations
- Withdraw your consent for the processing of personal data
- Data portability which means you can request the personal data you provided to us, including requesting we send this to another company or person
- Restrict the processing of your personal data

If you would like to request any of the above, please email your request to [compliance@theaa.ie](mailto:compliance@theaa.ie) or write to AA Ireland, 20-21 South William Street, Dublin 2, D02 XE77.

## **How can you raise a complaint?**

If you wish to raise a complaint on how we have handled your personal data, please contact our Data Protection Officer by email, [compliance@theaa.ie](mailto:compliance@theaa.ie) or in writing to AA Ireland 20-21 South William Street, Dublin 2, D02 XE77. Alternatively you can lodge a complaint with the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlinton, Co Laois, R32 AP23

## Notes

**Notes**



*let's go*

AA Ireland Ltd  
61a South William Street  
01 617 9950  
[www.theAA.ie](http://www.theAA.ie)