



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.

*Passenger cover does not apply to Vehicle Only Membership

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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, in accordance with the level of breakdown cover you have purchased. These Terms and **Conditions** applies to all polices incepted or renewed from 01/10/2023 onwards.

AA Membership

Thanks for choosing to join us as an **AA Member**. Please read this booklet carefully and keep it safe for future reference.

This booklet describes how your membership works and sets out the terms and conditions for each part of our service. **You** should check your membership to be clear about the type and level of cover you've bought. It's important you know this because the services we can provide if you break down will depend on this.

Who to call when you need help - 24 hours a day.

What help do you need?	Telephone	App
Breakdown Assistance (in Ireland)	0818 66 77 88	Breakdowns can be reported through our app
Breakdown Assistance (in Northern Ireland & UK only)	+353 1 649 74 60	

Important

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.

The AA APP

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 allows you to track your AA Patrol while you wait.
- Access to your AA Rewards, such as fuel discounts at Circle K Garages

Download the AA App today

Who to speak to about your policy

What help do you need?	Telephone	In Writing	Email/Web
Enquires or policy changes	0818 227 228	Membership Administration, The AA Ireland, 3rd floor, 80 Harcourt Street, Dublin 2, D02 F449	https://www.theaa.ie/aa-membership/ Membership@theaa.ie
Renew your membership	0818 227 228	N/A	https://www.theaa.ie/aa-membership/
To register a complaint	0818 227 228	Customer Services, The AA Ireland, 3rd floor, 80 Harcourt Street, Dublin 2, D02 F449	service@theaa.ie
To purchase European breakdown cover	0818 227 228	N/A	https://www.theaa.ie/european-breakdown-cover/journey/cover-details ebc@theaa.ie

Important Note

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.

Your breakdown policy

Helpful hints to get the best out of your Membership

We're here to provide emergency roadside assistance and to get you back on the road in the event of a breakdown or accident in Ireland. If your vehicle is deemed unrepairable and you need a tow or recovery this will be to one nominated destination only; and must be arranged at the time of the breakdown or accident.

1. If you breakdown, just tap the app or call 0818 66 77 88.

- **We'll** be there as soon as we can to try to get you going again.
- **You** will need to be with your vehicle when we attend – make sure you are in a safe place while you wait for us.

2. You will need to keep your policy up to date at all times. Let us know straight away if:

- **You** change your vehicle (applies for Vehicle cover).
- **You** want to add more cover.
- **Your** contact details change as all documentation, including important notices, will be sent to the last address/email address we have for you.

3. Really important details that might stop us from helping you:

- **You** must call us first prior to any work being undertaken by a garage.
- **We** may need proof of your ID before we provide breakdown help.
- **You** must be a member and hold the relevant level of cover or you will have to pay an additional charge for assistance.

4. Other things important that you know:

- It's your responsibility to keep your vehicle safe, legal and roadworthy. **We** will be unable to help you if the vehicle is not safe, legal and roadworthy.
- **We** will not attend if you have a breakdown that's within 28 days of a breakdown for the same or similar reasons, including running out of fuel.
- **We** cannot assist if it involves a breach of the law or of our health and safety duties.
- **You** need to report the breakdown within 24 hours of you becoming aware of the breakdown.

Definitions

- **AA:** The relevant provider of your Breakdown cover being: Automobile Association Ireland Limited (trading as AA) for Roadside Assistance, National Recovery and At Home;
- **AA Appointed Garage:** A Garage AA can recommend to provide any further service if we are unable to fix the breakdown at the side of the road
- **Breakdown:** An event (excluding an accident): which causes the driver of your Vehicle to be unable to start a journey or brings the vehicle to a halt on a journey because of some fault with the vehicle or a failure which means it will no longer drive; and where the journey cannot be started or continued safely without further concern for the relevant vehicle.
- **Insurer:** The car hire, travel expenses and accommodation elements of the Rescue Plus product are regulated insurance services. These insurance elements are underwritten by Inter Partner Assistance SA is authorised by the National Bank of Belgium in Belgium and is regulated by the Central Bank of Ireland for conduct of business.
- **Member:** the policy holder named on the membership document/card or AA App (you should let other users of your AA membership know that we may share their details with you).
- **Member's Home Address:** the home address of the Member that we have recorded at the time of the relevant Breakdown.
- **Membership Year(s):** the period(s) of 12 months commencing from the start of the membership or from any anniversary of the start of that membership.

- **Accident:** an accident when a motor vehicle collides with something else—whether that be another car or a fixed object.
- **Our App:** the AA membership and Breakdown reporting mobile device application.
- **Replacement Hire Car:** means hire car arranged by AA Ireland.
- **Vehicle:** means: For personal cover, the vehicle which the Personal Member or Associate Member is travelling in at the time of the relevant Breakdown; or For vehicle cover, the vehicle which has been registered for cover with the AA at the time of the relevant Breakdown.

Where we use the phrases 'we', 'us' or 'our' in these terms, we mean the AA Ireland Limited.

Where we refer to 'you' and 'your' in these terms, this means: (1) for personal cover, the member or any associate member who has been nominated by the member; and (2) for vehicle cover, the member and any person who is travelling in, and who requests assistance for, the nominated vehicle.

What types of cover are there

Personal Membership Cover

Personal Cover is only applicable to the person(s) travelling in the vehicle at the time of the breakdown and is available as:

- Single Cover: Covers the Member as a driver or passenger, in any vehicle.
- Associate cover: Covers the Associate member as a driver or passenger in any vehicle.

Vehicle Membership Cover

- Vehicle Cover covers your registered vehicle on the policy at the time of breakdown regardless of who is driving.
- **We** will always communicate with you unless you authorise someone else to interact with us on your behalf.

What are the payment options?

Personal and Vehicle Cover are available on either annual or monthly basis, both can be set up for single year or recurring payments:

- Annual Payment: cover for 12 months and is paid for in a single sum.
- Monthly Payment: Cover is paid for monthly.
- See AA Membership Payment options on page 21 -22 for full details.

Most of our cover can only be used 24 hours after you have bought it. If you have bought cover while you were broken down and/or need to use it immediately then we will charge an extra fee. We will tell you how much this is when you call us.

Vehicle Specifications

What is covered
<p>(a) Petrol/diesel/electric/hydrogen cars, motorhomes, vans, minibuses or motorcycles</p> <p>(b) Maximum Vehicle Weight: 3,500kg (3.5 tons) gross vehicle weight</p> <p>(c) Maximum Vehicle Width: 2.3m (7ft 6in) which includes the overall width of the vehicle bodywork excluding mirrors, measured at the widest points</p> <p>(d) Maximum Vehicle length 7.6m (24ft 9in) which includes the overall length of the vehicle bodywork.</p> <p>(e) Caravans or trailers which are on tow at the time of the Breakdown, if it falls within the above limits. Limits for caravans and trailers are separate to the towing vehicle, not combined</p>
What is not covered
<p>(a) Electric pavement vehicles, electrical wheelchairs, bicycles (including electric bicycles), any vehicle which can't lawfully be used on the public highway and/or any non-motorised vehicle</p> <p>(b) Vehicles used to carry people or good for commercial reasons</p>

For Vehicle membership cover

The following restrictions apply in addition to the vehicle specifications set out above:

- AA Breakdown assistance only covers the registered Vehicle on the policy at the time of Breakdown.
- **You** can change the Vehicle registered under Vehicle cover (up to a maximum of 2 times) during the Membership Year. Please note that service will not be available until 24 hours after the change has been made. If service is required within 24 hours of the change being made, a charge will be payable.

Summary of Cover

Roadside Rescue

Roadside rescue applies to both Personal Membership and Vehicle Membership policies. For full details please see terms and conditions.

What is covered
<p>(a) Roadside Assistance is available if your Vehicle is stranded on the roadside at least 500meters from your home address following a Breakdown or accident.</p> <p>(b) Roadside Assistance is only available 24 hours after purchase.</p> <p>(c) If, following a Breakdown, we can't fix your Vehicle within a reasonable time, it'll be taken to our choice of local repairer or to a local destination of your choice, provided it is no further.</p> <p>(d) If your Vehicle has run out of fuel or charge it will be taken to a local fueling station, repairer or charge point.</p> <p>(e) If you wish, we will make a telephone call for you following a Breakdown.</p>
What is not covered
<p>(a) Fuel and parts (over and above what is specified in the 'What is covered' section of this table), oil, keys and any other materials needed to repair your Vehicle including any supplier delivery service or call-out charges.</p> <p>(b) Assistance on private property without the relevant permission from the property owner.</p> <p>(c) Storage costs.</p> <p>(d) Any other costs that may arise during a recovery. We can't accept any costs for passengers who do not accompany your Vehicle while it's being recovered.</p> <p>(e) Routine maintenance and running repairs for example but not limited to radios, interior light bulbs, heated rear windows.</p> <p>(f) Where your Breakdown or accident is attended by the Gardaí, highways agency or other emergency service, we can't get involved until the services concerned have authorised the Vehicle's removal. If the Gardaí, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by you.</p> <p>(g) Labour charges or any work that occurs once you've been taken away from the scene of a Breakdown or to a garage. These are costs you'll have to pay.</p> <p>(h) Recoveries not organised at the time of breakdown</p> <p>(i) A second or subsequent recovery in relation to the same Breakdown event, after your Vehicle has been recovered by us. For example, if the location that you originally asked us to take you to is closed or inaccessible and you later ask us to recover you to that location, the second recovery will be chargeable.</p> <p>(j) All things excluded under terms & conditions (see pages 14-32).</p>

We can't guarantee that any recovery to a local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any work. **We'll** try to check that the chosen repairer carries out the type of repair work required, but we can't guarantee this. **We** don't provide any warranty of assurance for any work carried out at your request.

Home Start

Home Start applies to both Personal membership and Vehicle membership policies for which it has been added. For full details please see terms and conditions.

What is covered
<p>(a) Home Start is available if your Vehicle is stranded at or within 500meters from your home address following a Breakdown.</p> <p>(b) Home Start is only available 24 hours after purchase.</p> <p>(c) If your Vehicle has run out of fuel or charge it will be taken to a local fueling station, repairer or charge point.</p> <p>(d) If you avail yourself 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.</p>
What is not covered
<p>(a) Fuel and parts (over and above what is specified in the 'What is covered' section of this table), oil, keys and any other materials needed to repair your Vehicle including any supplier delivery service or call-out charges.</p> <p>(b) Assistance on private property without the relevant permission from the property owner.</p> <p>(c) Storage costs.</p> <p>(d) Any other costs that may arise during a recovery. We can't accept any costs for passengers who do not accompany your Vehicle while it's being recovered.</p> <p>(e) Routine maintenance and running repairs for example but not limited to radios, interior light bulbs, heated rear windows.</p> <p>(f) Where your Breakdown or accident is attended by the Gardaí, highways agency or other emergency service, we can't get involved until the services concerned have authorised the Vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by you.</p> <p>(g) Labour charges or any work that occurs once you've been taken away from the scene of a Breakdown or to a garage. These are costs you'll have to pay.</p> <p>(h) Recoveries not organised at the time of breakdown</p> <p>(i) A second or subsequent recovery in relation to the same Breakdown event, after your Vehicle has been recovered by us. For example, if the location that you originally asked us to take you to is closed or inaccessible and you later ask us to recover you to that location, the second recovery will be chargeable.</p> <p>(j) All things excluded under terms & conditions (see pages 14-32).</p>

Rescue Plus

Rescue Plus applies to both Personal Membership and Vehicle Membership policies where it has been added and paid for. It includes two parts, National Tow and Onward Travel. For full details please see terms and conditions.

National Tow (part of Rescue Plus)

What is covered
<p>(a) Roadside Assistance is available if your Vehicle is stranded on the roadside at least National Tow provides recovery of your Vehicle, along with the driver and up to 5 passengers too any single destination of your choice in Ireland and is only available 48 hours after purchase.</p> <p>(b) National Tow is available when the AA provides Roadside Assistance, and the AA cannot repair your Vehicle at the roadside.</p>

What is not covered

- (c) All things excluded under Roadside Assistance (see 'What is not covered' on page 29).
- (d) Recoveries not arranged at the time of Breakdown.
- (e) A second or subsequent recovery in relation to the same Breakdown event, after your Vehicle has been recovered by us. For example, if the location that you originally asked us to take you to is closed or inaccessible and you later ask us to recover you to that location, the second recovery will be chargeable.
- (f) Rescue Plus is not available if the rescue is from the home address.
- (g) Rescue Plus is limited to 3 claims in any one Membership Year.
- (h) Rescue Plus cannot be added to an existing roadside breakdown and/or at the home address.

If you need National Tow when you are broken down

Rescue Plus cannot be added to an existing breakdown- AA will however try to fix the vehicle at the side of the road. If unsuccessful we will tow the vehicle to a safe location or the nearest AA Appointed Garage.

Onward Travel (Insured Benefits Part of Rescue Plus)

What is covered

- (i) Onward Travel can be used 48 hours after policy purchase
- (j) Onward Travel is available if; **We** have attended the breakdown, the vehicle is immobile, and **We** cannot arrange a local prompt repair;
- (k) **You** can choose one of the following:
 - i. a replacement vehicle for usage of 48 hours; or
 - ii. overnight accommodation for the driver and passengers in the car up to 5 people max and a cost of €200 in total; or
 - iii. public transport costs in order to complete your journey up to a maximum of €200.

What is not covered

- (l) Onward Travel can only be arranged if it is requested at the same time as the Breakdown is reported. A replacement car must be requested at the same time as the Breakdown is reported but can be arranged to start up to 3 working days after the Breakdown.
- (m) Onward Travel is not available following an accident or self-induced fault (such as mis-fueling, lost keys, or locking keys in your Vehicle).
- (n) If you are already in a breakdown situation and you do not have Onward Travel, you are not able to buy it.
- (o) Rescue Plus is not available if the rescue is from the home address.
- (p) Rescue Plus is limited to 3 claims in any one Membership Year.
- (q) Rescue Plus cannot be added to an existing roadside breakdown and/or at the home address.

Terms and Conditions

General 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 because 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 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** – page 24)
 - 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).
- 11.1** 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.
- 11.2** 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.**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.

17. 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.

18. 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 (550 yards) 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 - Onward Travel and National Tow

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. 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
- 27.** 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.
- 28.** The following benefits provided under Rescue Plus are insured by Inter Partner Assistance S.A.
- 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

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. Inter Partner Assistance S.A., which is authorised and regulated by the National Bank of Belgium, under number 0487, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium and company number 0415.591.055. Inter Partner Assistance S.A. is authorised by the National Bank of Belgium in Belgium and is regulated by the Central Bank of Ireland for conduct of business rules. Inter Partner Assistance S.A. is part of the AXA Group. AA Ireland provide management, administration and claims handling services in relation to 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.

Replacement Car – Cover & Making a Claim

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 more than 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 below.

Overnight Accommodation – Cover & Making a Claim

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, 3rd floor, 80 Harcourt Street, Dublin 2, D02 F449.

Public Transport Costs – Cover & Making a Claim

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, 3rd floor, 80 Harcourt Street, Dublin 2, D02 F449. The Following Section Apply to All Benefits under AA Personal Membership

Additional Members

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

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 on 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 later.

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.

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 26).

- 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.

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 €30.00, 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

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

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 endeavor 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

1. 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.
2. For annual payment Members, cancellation requests within the 14 day cooling off period will be refunded in full provided that you have not used the service. 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.

3. 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.
4. If a Member has used the service, then no refund applies and any outstanding Member payments become payable.
5. The AA may charge a cancellation fee of €20, if applicable, this will be deducted from any refund due.
6. 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.
7. 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.

Please complete the below form and send it to 3rd Floor, 80 Harcourt Street, Dublin 2, D02 F449, or message it within our webchat <https://aa.ie/webchat>

To AA Ireland:

I hereby give notice that I cancel my contract of sale for the provision of the following service AA Membership,

Received on [include date here],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) [only if this form is notified on paper],

Date

AA General Exclusions

General Rights to Refuse Service

If you are refused service by us, you have the right to an explanation in writing. **We** reserve the right to refuse to provide or arrange assistance where the service request is for, or relates to:

Repeat Breakdowns within 28 days:

A repeat Breakdown that occurs within 28 days of us attending a Breakdown caused by the same or a similar fault (including running out of fuel). Any service given for the same or similar fault within 28 days will be chargeable unless you can provide proof that you have had a permanent repair carried out by a garage.

Unattended Vehicles:

You must be with your Vehicle when we attend.

Unsafe, unroadworthy, unlawful etc. Vehicles:

Where in our reasonable opinion, before the relevant Breakdown or accident, your Vehicle was dangerous, overloaded, unroadworthy or otherwise unlawful to use on a public road. The Vehicle must have a current excise licence (an in-date vehicle tax disc, unless exempt), a current NCT certificate (unless exempt) and have in force, a valid motor insurance to the minimum level required.

Assistance for unsafe or unlawful activities

Cannot provide help if it would involve breaking the law or a breach of our health and safety

duties, for example, working on postproduction conversions from conventional fuel to electric, if we cannot confirm this modification to be safe;

We cannot confirm your membership

If you cannot produce a valid AA membership number (or appropriate receipt), valid proof of identification (such as a driving licence), and if your payments are not up to date, AAI reserve the right to refuse or withhold services. **We** reserve the right, at our discretion, to offer service on the immediate payment (by credit or debit card) of the usual price for the relevant cover required, plus a supplementary charge for joining while already requiring assistance. The cost of this will be confirmed to you prior to purchase. No refunds will be given if entitlement to Breakdown cover cannot be proven, or simply because your Vehicle cannot be fixed at the roadside.

Rescue Plus

Any services provided under Onward Travel element of Rescue Plus must be paid for in advance by you and will be fully refunded if it can be established that entitlement to Onward Travel was held at the time of the Breakdown. (Car Hire, Travel Expenses and Overnight Accommodation)

Unreasonable Behaviour: Where you or anyone accompanying you:

- 1. Is behaving or has behaved in a threatening or abusive manner; or
- 2. Have falsely represented entitlement to services that you are not entitled to; or
- 3. Have assisted another person in accessing our services they are not entitled to; or
- 4. Owe us money with regards to any services, spare parts or other matters.

The Recovery of Unaccompanied Children

The recovery of any child under 16 years of age unless they are always accompanied by an adult

Failure to maintain Vehicle

Including, but not limited to, failure to seek a permanent repair following any temporary repair carried out by us, due to a lack advised servicing by the car manufacturer or continued failure to maintain fuel or charge in your Vehicle.

Delay in reporting:

We won't attend where the Breakdown is not reported within 24 hours of you becoming aware of the issue.

Our Right to Cancel

We have the right to cancel your Breakdown cover (or any extensions to your membership) by giving you 45 days' notice. Where AAI the party cancelling the Breakdown cover, you will be entitled to receive a refund for any monies paid relating to the period for which your cover has been cancelled. **We** also have the right to immediately cancel your Breakdown cover (or choose not to renew or accept a new application for Breakdown cover for the same Member) where:

Refusal of service	We have had reason to refuse service on more than one occasion since the membership first began.
Relationship breakdown	In our reasonable opinion, there has been: <ul style="list-style-type: none">- a breakdown in our relationship with you because of your conduct; or- an occurrence or circumstance that would damage or harm our reputation.

Cancellation	We have cancelled your Breakdown cover and asked you not to re-join.
Unacceptable behaviour	You or anyone accompanying you has used threatening, abusive or derogatory behaviour or language, or intimidated or bullied our staff or suppliers in any way.
Service abuse	If you hold Breakdown membership in relation to a Vehicle which is used to carry items or people for money.
Late payment	If any premium or other related charge is overdue.
Prior refusal	If we have in the previous 12 months chosen not to renew a separate membership relating to you or your Vehicle.

What is not covered

Breakdown cover does not provide for:

- Hire Vehicle being unavailable
- Any vehicle servicing or re-assembly, routine vehicle servicing or putting right work that you, a garage or third party have undertaken;
- Garage labour costs: the cost a garage charges you for a permanent repair after AAI has done a temporary repair at the roadside.
- Service to vehicles at a garage: If any work has been undertaken by a garage AAI will not attend.
- Service to vehicles on private property: AAI cannot carry out repairs to your Vehicle on private property unless you have the permission of the owner.
- Fuel draining: putting it right if you put in the wrong fuel or oil. AAI can offer you AAI Fuel Assist service (which you will need to pay for).
- Storage of your Vehicle: if AAI must store it for any reason, you will have to pay the storage costs and the vehicle will be stored at your risk.
- Responsibility when AAI have recovered your Vehicle: When AAI have delivered the vehicle to your required location, AAI will have no further responsibility for the vehicle.
- Assistance for excess passengers: transport or accommodation for more passengers than there are seats in the vehicle up to a maximum of eight people in total.
- Trade transportation: the provision of service to vehicles bearing trade plates or vehicles that AAI have reason to believe have just been bought at auction.
- Transporting from trade premises: AAI cannot aid if you are moving the vehicle as part of a commercial activity
- Locksmiths, tyre, glass or bodywork specialists' costs: AAI will not cover locksmiths, tyre, glass or body work specialist costs. AAI can arrange these services at your request and at your cost.
- Transporting animals: AAI may agree to transport an animal, at our sole discretion and if AAI agree to do so it'll be at your risk and it is your responsibility to secure any animal being transported. AAI will not recover horses or livestock.
- Assistance animals: AAI will transport assistance dogs, unless it is not possible for health and safety reasons. It is helpful to tell us about your situation so AAI can arrange additional adjustments and further tailored support. Alternatively make our call handler aware at the time of reporting your breakdown
- Participation in sporting events: AAI will not attend your Vehicle if it has been involved in motor racing, off-road driving, rallies, track days, duration or speed tests.
- Malicious damage or Vandalism: AAI cannot provide help if your Vehicle cannot be driven due to malicious damage or vandalism. AAI can arrange recovery, but you will need to pay for this (and claim it back from your motor insurer).
- Commercial use: AAI will not provide service to vehicles that are used to carry items or people for money

- **We'll** only accept responsibility for the actions of an agent where they are acting on our instruction.
- Any additional services made available by us are purely on a discretionary basis and may be withdrawn at any time.
- Service from our dedicated Patrols may not always be available and we may send a garage agent.

Complaints Procedure

1. 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. Should you have a query or complaint regarding the administration or claims under the **Policy**, you should address your complaint to

- Email: service@theaa.ie
- Write to us at: The AA Ireland, 3rd floor, 80 Harcourt Street, Dublin 2, D02 F449.

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 –

- Address: Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29
- Tel: +353 1 567 7000
- E-mail: info@fspoi.ie

2. If you have a complaint about any other aspect of AA Membership, please contact us using one of the below methods;

- E-mail us at Membership@theaa.ie
- Call us on **0818 227 228**
- Write to us at The AA, 3rd floor, 80 Harcourt Street, Dublin 2, D02 F449

Data Protection

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 Inter Partner Assistance S.A. 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 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 uses your personal data, please refer to the Data Protection section online here: <https://www.theaa.ie/about-us/privacy-policy/>

Personalised Pricing – Use of Automated Decision Making and Profiling

When you are applying to take out an AA membership policy with us, or renewing an existing AA membership policy, we may use automated decision making, including profiling in order to determine the price of your membership policy, when entering a contract with you.

Profiling is a form of automated processing of the personal data that we hold about you, using statistical techniques. The results of this profiling may be a factor in the price of your membership policy.

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

Example: If you are applying to take out an AA membership policy with us, or renewing an existing AA membership policy, our systems will use categories of personal data such as; your vehicle age, make, model, annual kilometres driven, your breakdown call-out history, the price you paid for our products and services in prior years, the payment method you use for our products and services and the county at which your address is located in.

These factors will be used to assess the probability of future breakdowns occurring to your vehicle, as well as your expected propensity to renew your policy and therefore may impact upon the price of your AA Membership policy.

You have the right to object to our profiling using your personal data. This includes your right to have an AA employee review the outcome of any profiling or automated decision that affects you, and to express your point of view and to contest the decision

Notes:



AA Ireland Ltd
3rd floor
80 Harcourt Street
Dublin 2
D02 F449

0818 227 228
www.theAA.ie

Registered Office: AA Ireland, 3rd floor, 80 Harcourt Street, Dublin 2, D02 F449, Ireland.
Registered in Ireland under Company Number: 389194.
AA Ireland Limited trading as AA Insurance is regulated by the Central Bank of Ireland.

MBSHPT&C (11/24)