

PRIVATE BANKING

# Private Banking Premier Current Account

AA Breakdown Cover  
Terms and Conditions  
Effective from 25 May 2018



**BANK OF  
SCOTLAND**

# Your new AA Breakdown Policy

## **Congratulations – you’ve now got comprehensive AA Breakdown Cover.**

**That means if you break down you can call on the AA 24 hours a day, 365 days a year.**

You’ll find everything you need to know about your policy in these pages, from what to do in an emergency to the terms and conditions of your cover.

This booklet is your policy document and proof of cover, so keep it somewhere safe (like your glove box) in case you need to refer to it again.

If you have a joint Private Banking Premier Current Account, this cover and these terms and conditions apply to both parties named on the account.

## **Upgrading your cover**

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Your cover’s already comprehensive, but if you’re thinking of taking your car to Europe you might want to add AA European Cover. You can even choose to upgrade to Breakdown Repair Cover. For more details and prices, just call **0800 975 7907**.

Please refer to the back cover for contact details.

## **How to contact the AA**

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- ▶ If you break down, call the AA on **0800 980 6645**.
- ▶ If you have an accident, call AA Accident Management on **0800 975 2983**.
- ▶ SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation by sending an SMS to **07900 444 999**.

## **You’ll need:**

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- ▶ To tell us you’re a Bank of Scotland Private Banking Premier Current Account holder when you contact us.
- ▶ Your Private Banking Premier Current Account Membership number, which is your Private Banking Premier Current Account sort code and account number.
- ▶ Your Bank of Scotland Private Banking Premier Visa debit card, to show you’re an account holder.

### Top Tip

Terms and conditions for your Private Banking Premier Current Account can also be found online at [bankofscotland.co.uk/privatebanking](http://bankofscotland.co.uk/privatebanking)

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# AA Breakdown Cover

You are now covered by AA Breakdown Cover as part of your Private Banking Premier Current Account with Bank of Scotland. This means that, if you break down, you can call on the AA – 24 hours a day, 365 days a year. This policy contains full details of the service, including what is covered and any exclusions. Please read it carefully, as use of the AA Breakdown Cover Service is subject to these terms and conditions. Then keep this document somewhere safe. Should you hold a joint Private Banking Premier Current Account, this cover will apply to both parties named on the account. This Breakdown Cover is available in the United Kingdom, the Channel Islands and Isle of Man and is provided by Automobile Association Developments Limited (trading as AA Breakdown Services) (the 'AA') unless otherwise stated.

Your AA Breakdown Cover runs concurrently with your Private Banking Premier Current Account so you'll be covered as long as you keep it open.

## How to contact the AA

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- ▶ If you break down, call the AA on **0800 980 6645**.
- ▶ If you have an accident, you can call AA Accident Management direct on **0800 975 2983**.
- ▶ SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation by sending an SMS to **07900 444 999**.

Please ensure you clearly state that you are a Private Banking Premier Current Account customer in your first message. You can upgrade your cover to include Breakdown Repair or European Breakdown Cover by calling the AA direct on **0800 975 7907**. Please remember to carry your Private Banking debit card with you, so you can prove your eligibility. You will also need to quote your sort code and account number.

## AA Breakdown Cover and Accident Management Cover Terms and Conditions

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### Definition of words and phrases used in this policy

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

**'AA'** means the relevant insurer of the breakdown cover being Automobile Association Developments Limited (trading as AA Breakdown Services) for Roadside Assistance, Home Start and Relay, and Acromas Insurance Company Limited for Stay Mobile and Accident Management or either or both of those insurer(s), as the context requires or allows.

**'Breakdown'** means an event –

- a) which causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily brings the vehicle to a halt on a journey because of some malfunction of the vehicle or failure of it to function, and

- b) after which the journey cannot reasonably be commenced or continued in the relevant vehicle; provided always that any part or other failure shall not be considered to be a breakdown unless it results in the vehicle not working as a whole.

**'Customer'** means the person to whom the breakdown cover documentation is addressed and who has been given cover.

**Please note:** Any contract for Breakdown Cover is between the person to whom the cover documentation is addressed and who has purchased or been given cover and the AA, and not between the AA and any person nominated as a Joint customer.

**'The Bank of Scotland Policy'** means the customer's Bank of Scotland Private Banking Premier AA Roadside Assistance policy.

**'Resident Island'** means whichever of the Channel Islands or Isle of Man is the island on which the customer permanently resides.

**'Customer's Home Address'** means the address which the AA has recorded as the home address of the customer at the time of the relevant breakdown or accident.

**'You', 'Your'** means the customer and/or if the context requires, any joint account holder who has been nominated by the customer.

**'Your Vehicle'** means the vehicle which the customer or any joint account holder is travelling in at the time of the relevant breakdown or accident provided always that any such vehicle meets the vehicle specifications set out opposite.

### Your AA Breakdown Cover policy

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#### Your AA Breakdown Cover includes:

- ▶ breakdowns either at home or on the road.
- ▶ relay service to take You, Your car and up to seven passengers to Your Home or any other single UK mainland destination, if the AA can't arrange a prompt local repair.

- ▶ choice of onward travel options if the AA is unable to fix your car at the roadside or arrange a prompt local repair.
- ▶ cover for You in any vehicle (within the specified limits), as driver or passenger.
- ▶ if You have a joint Private Banking Premier Current Account, both You and the person You hold Your account with are covered as a driver or passenger in any vehicle.
- ▶ AA Accident Management – a service that helps You deal with the inconvenience that can follow any accident or act of vandalism.

### **Vehicle specifications**

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

and/or any non-motorised vehicle. For the avoidance of doubt, we do cover electric cars, vans, minibuses and motorcycles.

- ▶ Maximum Vehicle Weight: 3.5 tonnes (3,500kg) gross vehicle weight.
- ▶ Maximum Vehicle Width: 7ft 6in (2.3m).

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

### **Service Descriptions – What is covered and what is not covered**

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#### **Roadside Assistance**

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

#### **What is covered for UK customers**

- ▶ Roadside Assistance is available if Your Vehicle is stranded on the highway more than a quarter of a mile from the Customer's Home Address following a Breakdown or accident. Available immediately after opening your Private Banking Premier Current Account.

- ▶ If, following a Breakdown, a Patrol or appointed agent cannot fix Your Vehicle, it, together with the driver and up to a maximum of seven passengers, will be taken to the AA's choice of relevant local repairer (in the case of an electric vehicle which has run out of charge, this will be to the nearest charge point) or to a local destination of Your choice, provided it is no further.
- ▶ The AA will make a telephone call at Your request following a Breakdown.
- ▶ Please note that any contract for repair, other than repairs carried out by the AA or its agent at the roadside under Your AA Breakdown Cover, is between the person requesting the repair and the repairer – it is not the AA's responsibility to instruct the repairer to undertake any work required or to pay them for it. The AA does not guarantee that any recovery to a relevant local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst the AA will endeavour to check that the

chosen repairer carries out the type of repair work required, this cannot be guaranteed and the AA does not provide any assurance or warranty with respect to any work carried out at Your request by any third party repairer.

### **What is covered for Channel Island and Isle of Man customers**

- ▶ Roadside Assistance is available to You in the UK and on Your Resident Island (for Channel Island residents this will include both Jersey and Guernsey) if Your Vehicle is stranded on the highway more than a quarter of a mile from the Customer's Home Address following a Breakdown or accident.
- ▶ If, following a Breakdown, a Patrol or appointed agent cannot fix Your Vehicle, it, together with the driver and up to a maximum of seven passengers, will;
  - a) following a Breakdown in the UK or, for Channel Island residents only, in whichever of Jersey or Guernsey is not Your Resident Island, be taken to the AA's choice of relevant local repairer (in the case of an

electric vehicle which has run out of charge, this will be to the nearest charge point) or, alternatively, to a local destination of Your choice, provided it is no further, and

- b) following a Breakdown on Your Resident Island, be taken together with the driver and up to a maximum of seven passengers (see General Terms and Conditions, clause 1g) to a single destination of Your choice on the customer's Resident Island. If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation.
- ▶ The AA will make a telephone call at Your request following a Breakdown.
- ▶ Please note that any contract for repair, other than repairs carried out by the AA or its agent at the roadside under Your AA Breakdown Cover, is between the person requesting the repair and the repairer – it is not the AA's responsibility to instruct the repairer to undertake any work required or to pay them for it. The AA does not guarantee that any recovery to a relevant local repairer will be within

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

### **What is not covered**

- ▶ The cost of spare parts, petrol, oil, keys or other materials required to repair Your Vehicle or any supplier delivery, service or call-out charges related to these items.
- ▶ The cost of any labour, other than that provided by the AA or its agents under Your AA cover at the scene of the Breakdown or accident.
- ▶ Any additional transport or other costs that You might incur or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany Your Vehicle while it is being recovered.

- ▶ Routine maintenance and running repairs, for example, radios, interior light bulbs, heated rear windows.
- ▶ Any recovery or tow following an accident (see General Terms and Conditions, clause 2).
- ▶ Assistance following a Breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by You.
- ▶ A second or subsequent recovery, after Your Vehicle has been recovered following a Breakdown.
- ▶ All things excluded under General Terms and Conditions.

### Home Start

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

### What is covered

- ▶ Home Start is available only if You opened a Private Banking Premier Current Account at least 24 hours before the Breakdown occurred.
- ▶ Home Start provides access to the same service as is available under 'Roadside Assistance', following a Breakdown or accident at or within a quarter of a mile of the Customer's Home Address.

### What is not covered

- ▶ All things excluded under 'Roadside Assistance' 'What is not covered'.

### Relay

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

### What is covered

- ▶ Relay is available only if You opened a Private Banking Premier Current Account at least 24 hours before the Breakdown occurred.

- ▶ Relay is available when the AA provides either Roadside Assistance or Home Start service and the AA cannot arrange a prompt local repair.
- ▶ Relay provides recovery of Your Vehicle, together with the driver and up to a maximum of seven passengers to any single destination of Your choice in the UK or Your Resident Island (see also General Terms and Conditions, clause 1g). For Channel Island residents, and for these purposes only, recovery can be to any single destination on either Jersey or Guernsey.

### What is not covered

- ▶ Relay does not provide recovery in cases of mis-fuelling. In such cases service will be restricted to a local tow provided under Your Roadside Assistance cover.
- ▶ All things excluded under 'Roadside Assistance' 'What is not covered'.



## Compassionate Relay Assistance

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

## Stay Mobile

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Underwritten by Acromas Insurance Company Limited.

### What is covered

- ▶ Stay Mobile is available if Your Vehicle is immobilised following a Breakdown which the AA has attended under Roadside Assistance or Home Start and where the AA cannot arrange a prompt local repair. Customers with Stay Mobile may choose from either a replacement vehicle OR overnight accommodation OR public transport costs (see overleaf for full details of

what is covered under each benefit). Available 24 hours after opening your Private Banking Premier Current Account.

### What is not covered

- ▶ Stay Mobile cannot be provided retrospectively.
- ▶ Stay Mobile is not available following an accident or self-induced fault (see General Terms and Conditions, clause 2).

### Stay Mobile benefit options:

#### A: Replacement vehicle

##### What is covered

This benefit consists of arranging and paying for a replacement mid-range saloon or hatchback type car with engine capacity of up to 1,600cc, plus insurance, for up to 72 consecutive hours from an AA chosen supplier. Where possible, and unless the receipt of the hire vehicle is delayed at Your request and with the AA's agreement, the AA will arrange for any replacement vehicle to be provided by the supplier around the time and point of the relevant Breakdown. If the hire vehicle is not taken at that time, You are responsible

for arranging delivery direct with the relevant supplier. The AA may be prepared to assist in the making of these arrangements. A collection and delivery service (or equivalent) is available from the chosen suppliers, subject to availability, to the supplier's terms and conditions and to Your payment of the supplier's fuel charges connected with collection and/or delivery. A minimum of two hours' notice is required by the suppliers to arrange the delivery of a vehicle. The collection and delivery service will only be available to mainland UK destinations and to a maximum delivery distance of thirty miles. You are responsible for making arrangements for the return of the hire vehicle to the supplier.

### What is not covered

- ▶ Other charges arising from Your use of the hire vehicle, such as (without limitation) fuel costs (including those resulting from collection and/or delivery of the hire vehicle), any insurance excess charges, and charges arising if You keep the vehicle for more than 72 hours;

- ▶ Replacement vehicles cannot be supplied with a tow bar, and therefore, Your caravan or trailer will have to, if eligible, be recovered under Relay with Your Vehicle.
- ▶ We cannot guarantee a like for like replacement for Your Vehicle. This includes being unable to provide a replacement hybrid or electric vehicle.

**Please note:** Replacement cars are supplied to You by the AA's chosen suppliers. The vehicle hire agreement will be between You and the relevant supplier and will be subject to that supplier's terms and conditions. These will usually require or include (amongst other things):

- ▶ Production of a full driving licence valid at the time of issue of the hire vehicle;
- ▶ Limits on acceptable endorsements;
- ▶ Limitations on the availability and/or engine capacity of the replacement vehicle;
- ▶ A deposit, for example, for fuel; (please note that a Credit or Debit card will be required for the deposit);

- ▶ Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months.
- ▶ Under this policy drivers aged at 18–21 years are restricted to a hatchback type vehicle up to 1,200cc.

If the AA's chosen supplier refuses hire for any reason, You have a pay and claim option which must be authorised by the Stay Mobile team, along with the price prior to being arranged by the Customer. Claims should be made in writing and sent together with proof of purchases and receipts to: The AA, Stay Mobile Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA. Costs must be agreed at the time of Breakdown by the Stay Mobile team.

**OR**

#### **B: Public transport costs**

The AA will reimburse public transport costs incurred by the driver and up to a maximum of seven passengers (see General Terms and Conditions clause 1g) in travelling to a single UK mainland destination or on Your Resident Island. For Channel Island residents we will

cover your costs for whichever Jersey or Guernsey is not Your Resident Island.

Claims should be made in writing and sent together with proofs of purchases and receipts to: The AA, Stay Mobile Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA. Costs must be agreed at the time of Breakdown by the Stay Mobile team.

**OR**

#### **C: Overnight accommodation**

The AA will arrange and pay directly for one night's bed and breakfast on the day of the breakdown at a hotel of its choice for the driver and up to a maximum of seven passengers (see General Terms and Conditions clause 1g). Please note that any additional costs incurred during overnight accommodation such as other meals, drinks, telephone calls and newspapers are not included. You must settle these direct with the hotel before leaving.

## General Terms and Conditions – AA Breakdown Cover

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### General exclusions

1. AA Breakdown Cover does not provide for:

a) **Any vehicle servicing or re-assembly**

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

b) **Garage labour costs**

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

c) **Fuel draining**

In the event of the introduction of an inappropriate substance which results in the need to drain or remove fuel, lubricants or other fluids, the only recovery the AA will make available to

You will be to arrange for Your Vehicle, the driver and up to seven passengers to be taken to the AA's choice of relevant local repairer or another location of Your choice, provided it is no further, but You will have to pay for any work required;

d) **Failure to carry a serviceable spare**

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

e) **Vehicle storage**

Having Your Vehicle stored or guarded in Your absence;

f) **Vehicles on private property**

The provision of service when Your Vehicle is on private property, for example, garage premises, unless You can establish that You have the permission of the owner or occupier;

g) **Excess passenger loads**

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

h) **Ferry, toll charges etc**

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

i) **Recovering vehicles from trade or auction**

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

j) **Transporting from trade premises**

The transportation of immobilised vehicles where the AA considers this to be part of a commercial

activity, for example, to, from or for motor dealers or delivery companies;

**k) Locksmiths, tyre, glass or bodywork specialists costs**

The cost (including any call-out charge) of any locksmith, glass or tyre specialist, should the AA consider this to be required. The AA will endeavour to arrange this help on Your behalf, however it will not pay for these specialist services and any contract for services provided will be between You and the relevant specialist. If, in the AA's professional opinion, Your Vehicle requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by AA Patrols is required, the AA will arrange the recovery but at Your cost. If use of a locksmith or other specialist would, in the AA's opinion, mobilise the vehicle, no further service will be available for the Breakdown in question;

**l) Specialist lifting equipment**

The cost of any specialist lifting equipment (not normally carried by AA Patrols) including but not limited to:

- a) occasions where the Customer has driven off-road, or on clearly sign posted closed roads; and
- b) any occasions following an accident;

**m) Transporting animals**

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

**n) Participation in sporting events**

Assistance for vehicles broken down as a result of taking part in any 'Motor Sport Event', including, without limitation, racing, rallying, trials or time-trials or auto test. However, for the avoidance of doubt, the AA does not consider "Concours d'elegance" events, track test days for road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be Motor Sports Events.

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

If following an accident, You require one of the Stay Mobile services (and You have Stay Mobile), the AA may, again, be prepared to arrange this for You but will not be responsible for any costs involved. You must pay, on request, any applicable charges. You must give the AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause. Please note that, following an accident, or otherwise, it is and remains Your responsibility to ensure that You properly comply with any requirements of Your motor insurer in making a claim under Your motor insurance policy.

### **General rights to refuse service**

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**Please note:** if a Customer is refused service by the AA the Customer has the right to an explanation in writing (see 'Compliments and Complaints' for Customer Care contact details).

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

**a) Repeat Breakdowns within 28 days**

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

**b) Unattended vehicles**

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

**c) Unsafe, unroadworthy or unlawful vehicles**

Where in the AA's opinion, Your Vehicle was, immediately before the relevant Breakdown or accident, dangerous, overladen, unroadworthy or otherwise unlawful to use on a public road. This includes where breakdown has been caused by the illegal use of or introduction of unlawful substances, such as agricultural (Red) Diesel. Without restricting the generality of the AA's rights under this provision, please note that it is a legal requirement that UK registered vehicles used on, or recovered with their wheels in contact with, the public highway have/display a valid current excise licence ('tax disc'). Where no current excise licence (tax disc) is displayed, and unless the AA are satisfied that the vehicle concerned is exempt from such display, the AA reserves the right to refuse service;

**d) Assisting where unsafe or unlawful activities**

In the AA's opinion, and other than solely as a result of a failure on the part of the AA, the giving of service would involve any breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of the AA's health and safety duties);

**e) Delay in reporting**

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

**f) Cannot verify cover**

Where You cannot produce a valid Bank of Scotland Private Banking debit card (or appropriate receipt) and some other form of identification. If these cannot be produced, and the AA is unable to verify that the appropriate Breakdown cover entitlement is held, the AA reserves the right to refuse service. However if You are unable to prove entitlement to service or You are aware that You do not hold entitlement

to an AA service, the AA may, at its discretion, offer service on the immediate payment (by credit or debit card) of the usual premium for the relevant cover required, plus a supplementary premium for joining while already requiring assistance. The premium paid will be fully refunded if it can be established to the AA's satisfaction that the relevant level of service entitlement was held at the time of the Breakdown. Any services provided under Stay Mobile must be paid for in advance by You and will be fully refunded if it can be established to the AA's reasonable satisfaction that entitlement to Stay Mobile was held at the time of the Breakdown. Without prejudice to Your statutory rights, no refunds will be given if entitlement to cover cannot be proved, or simply because Your Vehicle cannot be fixed at the roadside;

**g) Unreasonable behaviour**

Where the AA reasonably considers that You:

- i) or anyone accompanying You, or who is receiving or is entitled to receive assistance in connection to Your cover, is behaving or has behaved in a threatening or abusive manner to AA employees, Patrols or agents, or to any third party contractor; or
- ii) have falsely represented that You are entitled to services that You are not entitled to; or
- iii) have assisted another person in accessing AA services to which they are not entitled; or
- iv) owe the AA money with respect to any services, spare parts or other matters provided by the AA or by a third party on the AA's instruction.

### **Additional services**

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

## Use of agents

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5. Service from dedicated AA Patrols is subject to availability and may be supplemented by use of appropriate agents. The AA will only accept responsibility for the actions of an agent where the agent is acting on the AA's instruction.

## Requests for assistance

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6. All requests for assistance must be made to the AA using the contact instructions provided by Bank of Scotland from time to time. If You contact a garage direct, You will have to settle its bill and the AA will be under no obligation to reimburse You.

## Emergency nature of breakdown service

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

to signify or in any way guarantee the general roadworthiness of the vehicle concerned.

## Cancellation of Cover

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8. The Customer has the right to cancel their AA Breakdown Cover but please note that as this cover has been provided as an integral part of their Private Banking Premier Current Account no refund is available. Cancellation/closure of Your Private Banking Premier Current Account will mean that Your rights to service from the AA will cease immediately.

The AA shall have the right to cancel any cover if:

9.
  - a) the AA has been entitled to refuse service under clause 3g;
  - b) the maximum number of call-outs, as set out in the AA's Service Control policy on page 17 has been reached or exceeded in any two consecutive subscription years;

- c) the AA considers, and as a result of the Customer's conduct, that there has been a breakdown in its relationship with the Customer.

10. In the event that the AA is no longer Bank of Scotland's chosen Breakdown assistance cover provider or Breakdown assistance cover is no longer provided with Your Private Banking Premier Current Account, Your Breakdown cover with Automobile Association Developments Limited (trading as AA Breakdown Services) (and, where applicable, Acromas Insurance Company Limited) will expire in accordance with the terms and conditions of Your Private Banking Premier Current Account and we shall have no further obligation to provide You with Breakdown assistance services.

## Changes to Terms and Conditions

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11. Bank of Scotland and/or the AA is entitled to change any of the terms and conditions of cover during the subscription year, on

the giving of reasonable notice, where it reasonably considers this necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

#### **Matters outside the AA's reasonable control**

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12. While the AA seeks to meet the service needs of Customers at all times, its resources are finite and this may not always be possible. The AA shall not be liable for service failures where the AA is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside the AA's reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle, equipment or systems failures, roads that are not reasonably accessible

by the AA, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or subcontractors, theft, malicious damage, strike, lock out or industrial action of any kind.

#### **Exclusion of liability for loss of profit etc**

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13. The AA shall not, in any event, and to the extent permitted by law, have any responsibility for
- a) any increased costs or expenses; or,
  - b) any loss of:
    - i) profit; or
    - ii) business; or
    - iii) contracts; or
    - iv) revenue; or
    - v) anticipated savings; or
  - c) for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise. For the avoidance of doubt, nothing

in this clause or these terms and conditions shall exclude or restrict the AA's liability for negligence resulting in death or personal injury.

#### **Enforcement of Terms and Conditions**

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14. Failure to enforce or non-reliance on any of these terms and conditions by the AA will not prevent the AA from subsequently relying on or enforcing them.
15. None of the terms and conditions, or benefits, of AA Breakdown Cover are enforceable by anyone else other than the Customer. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.
16. You will not become members of the AA by virtue of only being entitled to any benefits. The AA and the bank may from time to time agree that specified customers may be entitled to certain offers available to AA Members.



## Use of headings

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

### Interpretation: use of English law and language

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- 18.** Your AA Breakdown Cover and these terms and conditions are governed and should be interpreted by the laws of England and Wales. The EEA State for the purpose of cover is the United Kingdom. The terms and conditions of cover are written in English and all correspondence entered into shall be in English.

### Service Control – Call-Out Limits

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#### Important: Please read the following information carefully

Outlined below are the call-out limits that apply to AA Breakdown Cover within each subscription year. Service Control is designed to keep cover affordable by making sure that high use by a minority of Customers is avoided.

This policy applies to all persons requesting AA Breakdown Assistance (excluding Accident Management) under a Private Banking Premier Current Account.

#### Further premiums during a 12 month reference period

The AA has limits on the number of call-outs that can be made in any 12 month period starting from the date You open Your Private Banking Premier Current Account and, thereafter, from each subsequent anniversary of that date (the '12 month reference period'). If the relevant call-out limits are reached, the AA will be entitled to charge an additional premium upon each subsequent call-out to continue Your AA Breakdown Cover. The AA will also be entitled to restrict the level of breakdown service(s) available to You during the remainder of that subscription year.

Further the AA will have the right to refuse service once You have exceeded the relevant call-out limit in two consecutive 12 month periods (see section 9b of the General Terms and Conditions).

#### Service limit for Private Banking Premier Current Account Customers in first year of cover:

- ▶ Single cover – maximum of five call-outs.
- ▶ Joint cover – maximum of seven call-outs.

#### Service Limit for Private Banking Premier Current Account Customers from second year of cover onwards:

- ▶ Single cover – maximum of seven call-outs
- ▶ Joint cover – maximum of nine call-outs
- ▶ Any call-outs made by either party to a joint account will be counted when calculating whether the service limit has been reached on any Private Banking Premier Current Account.
- ▶ Within the overall service limits set out above, irrespective of whether the cover is single or joint, there is also a separate limit of a maximum of three call-outs for Stay Mobile service in any one 12 month period. For more information please call **0344 209 0556**.

## AA Accident Management Service

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### Underwritten by Acromas Insurance Company Limited What is included

- ▶ Accident Management Service is a 24 hour helpline for You to call in the event of a motor road traffic accident, or act of vandalism, however minor, provided You're claiming on Your fully comprehensive motor insurance. If Your road traffic accident happens during normal office hours (Monday – Friday 8am to 6pm) a Personal Incident Manager is available to help You through Your motor insurance claim process.

#### This includes:

- ▶ arranging for Your Vehicle, provided it is less than five years old, to be repaired by an AA Accident Management approved repairer
- ▶ facilitating the provision of a replacement vehicle
- ▶ providing assistance with any associated correspondence. If Your motor road traffic accident happens outside of normal office hours, the

AA can arrange recovery of Your Vehicle to a safe location until it can be delivered to a repairer. Where the damage to Your Vehicle is restricted to windscreen damage, Accident Management can provide You with the telephone number of a windscreen supplier. Accident Management Service applies to motor road traffic accidents which occur in the UK only.

#### What is not included

- ▶ Assistance in relation to motor road traffic accidents which occur outside the UK.
- ▶ The cost of any recovery either in or out of normal office hours following a road traffic accident (any recovery will be at Your expense although the cost of this may be recovered under the terms of Your motor insurance policy).
- ▶ Any costs associated with the repair of Your Vehicle, which are subject to the terms and conditions of Your motor insurance policy.
- ▶ The provision of any courtesy car unless agreed to by an approved repairer, at their sole discretion. If a courtesy car is provided, the driver

will be responsible for meeting the cost of insuring it.

- ▶ Any assistance where the vehicle has suffered only mechanical Breakdown, component failure or vandalism damage.
- ▶ Any assistance in relation to personal injuries resulting from a motor road traffic accident. In particular, Accident Management will not pay for, or arrange, any hospital treatment.

#### Please Note:

To qualify for Accident Management Service You will need to:

- ▶ agree to have Your Vehicle repaired within the AA Accident Management approved repairer network
- ▶ tell us Your Private Banking Premier Current Account number and sort code so that the AA can identify You
- ▶ contact us to obtain all necessary authorisations before any work is started
- ▶ make a claim through Your insurers – if You are claiming directly from a third party the AA cannot provide assistance.

## AA Accident Management Service – General Terms and Conditions

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1. The Accident Management Service's Personal Incident Managers only operate during normal working hours (Monday to Friday 8am to 6pm), although, messages can be left at any time. If You have a motor road traffic accident out of working hours and Your Vehicle is mobile, You should call the Accident Management helpline and leave Your contact details on the voicemail. A Personal Incident Manager will then contact You during normal working hours. If You have a motor road traffic accident out of office hours and Your Vehicle is immobile, You should contact the Accident Management helpline and they can arrange to have Your Vehicle recovered to a place of safety overnight. The Accident Management helpline will also arrange for a Personal Incident Manager to contact You during normal working hours.
2. The use by You of any of the other AA services (for example Roadside Assistance, Home Start, Relay) is subject to the relevant terms and conditions.
3. The AA reserves the right to withhold or withdraw the Accident Management Service at any time if any repairs are begun before the work is authorised through the Accident Management Service.
4. The Accident Management Service is not available for use by, or for, any third parties involved in a road traffic accident (regardless of fault) with You.
5. Whilst the Accident Management Service can make all the necessary arrangements for the repair of Your Vehicle damaged as a result of a road traffic accident, the AA and Bank of Scotland give no guarantee or warranty as to the standard or quality of any such repair work performed or any replacement components fitted to Your Vehicle. The contract for repair will be between You (or, if appropriate, Your insurer) and the relevant repairer. Under no circumstances will the AA or Bank of Scotland be held responsible for replacement components fitted by a vehicle repairer as a result of, or in connection with, the provision of the Accident Management Service.
6. It is Your responsibility (or, if appropriate, Your insurer's responsibility) to pay for the recovery costs and the cost of all vehicle repairs (both labour and parts) performed on Your Vehicle following a motor road traffic accident. Neither the AA nor Bank of Scotland will be responsible for any failure to pay the repairer for any work undertaken.
7. You (or, if appropriate, Your insurer) will be charged the current market price for any additional services You require (for example technical inspections, damage reports or vehicle delivery) which are arranged in connection with repairs which have been organised through the Accident Management Service.
8. Sections 1n, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of

General Terms and Conditions – UK Breakdown Cover shall apply to this cover and any reference therein to Breakdown or Breakdown assistance or service shall be taken, as appropriate, to refer to accident or act of vandalism and/or to Accident Management.

## Data Protection

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We're The **AA** PLC, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA. We are a data controller of **Your** personal data. We have a dedicated data protection officer. **You** can contact the DPO by writing to the above address for the attention of the Data Protection Officer or by using the contact details in **Your** policy documents.

Our full privacy notice is available at – <https://www.theaa.com/privacy-policy>

Personal information that we'll process in connection with all of our products and services, if relevant, includes – personal and contact details, **Your** date of birth, gender, details of beneficiaries and family members, Records of

**Your** contact with us, products and services, usage of our products and services, vehicle information, telematics and driving information (if relevant), information about **Your** use of products or services held with our business partners, Information we obtained from third parties, Personal information which we obtain from Credit Reference and Fraud Prevention Agencies, fraud, debt and theft information, criminal records information, information about **Your** health or if **You** are a vulnerable customer; Information about **Your** property, financial details about **You**, Information about **Your** employment status; Information about **Your** property occupier status, **Your** marital status, family, lifestyle or social circumstances, Information we buy or rent from third parties, insights about **You** and our customers, third party transactions, and tax information.

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

- ▶ From **You** directly, and any information from family members, associates or beneficiaries.

- ▶ Information generated about **You** when **You** use our products and services;
- ▶ From a broker or other intermediary
- ▶ **AA** Group companies,
- ▶ Business partners;
- ▶ From other sources such as Fraud Prevention or Credit Reference Agencies or other lenders (if relevant to the product), and
- ▶ We buy or rent information about **You** or customers generally from third parties.

We use **Your** personal data for purposes including the following:

- ▶ Assessing an application for a product or service **You** hold with us.
- ▶ Managing products and services relating to the product or service, or application for one;
- ▶ Updating **Your** records, tracing **Your** whereabouts, and recovering debt;
- ▶ Managing any aspect of the product or service;

- ▶ To make automated decisions on whether to offer **You** a product or service, or the price, payment method, risk or terms of it;
- ▶ To perform and/or test the performance of our products, services and internal processes;
- ▶ To operate and improve the operation of our business and our business partners;
- ▶ To carry out checks at Credit Reference and Fraud Prevention Agencies;
- ▶ To monitor and to keep records of our communications with **You** and our staff (see below);
- ▶ Assessing and profiling aspects of **Your Vehicle**;
- ▶ For direct marketing communications and related profiling;
- ▶ To develop new products and services and to review and improve current products and services;
- ▶ To comply with legal and regulatory obligations, requirements and guidance;

- ▶ To provide insight and analysis of our customers both for ourselves and for the benefit of business partners either as part of providing products or services, helping us improve products or services, or assess or improve the operating of our businesses;
- ▶ To share information with business partners to provide our products and services or operating our business;
- ▶ To facilitate the sale of one or more parts of our business; and
- ▶ To enable other **AA Group** companies to perform any of the above purposes.

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

1. Where it is needed to provide **You** with our products or services.
2. Where it is in our legitimate interests to do so, such as:
  - a) Managing **Your** products and services
  - b) To perform, test the performance of, our products, services and internal processes;

- c) For management and audit of our business operations including accounting;
- d) To carry out searches at Credit Reference Agencies;
- e) To carry out monitoring and to keep records of our communications with **You** and our staff (see below);
- f) For market research and analysis and developing statistics;
- g) For direct marketing communications and profiling to help us to offer **You** relevant products and services;
- h) To provide insight and analysis of our customers to business partners;
- i) For some of our profiling and other automated decision making; and
- j) When we share **Your** personal information with these other people or organisations other than for providing products and services to **You**, as necessary for running our business or comply with legal or regulatory obligations.

3. To comply with our legal obligations.
4. With **Your** consent or explicit consent.
5. For a public interest.

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

- ▶ **AA** Group companies and service providers;
- ▶ Business partners and account beneficiaries;
- ▶ Governmental and regulatory bodies;
- ▶ Other organisations and businesses who provide services;
- ▶ Credit Reference and Fraud Prevention Agencies (see below); and
- ▶ Market research organisations who help us to develop and improve our products and services.

Where we're relying upon **Your** consent, **You** can withdraw this at any time by contacting us using the contact details in **Your** policy documents.

We're based in the UK, but sometimes **Your** personal information may be transferred outside the European Economic Area. If we do so, we'll make sure that suitable safeguards are in place unless certain exceptions apply.

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

We sometimes make decisions about **You** using only technology, where none of our employees or any other individuals have been involved. For instance, we may do this to decide whether to offer **You** a product or service, to determine the risk of doing so, the price we will offer, whether to offer **You** credit, what terms and condition to offer **You**, assess lending, insurance and business risks, or to assess what payment methods we can

offer **You**. For full details, please see our full privacy notice.

We keep personal data for as long as we have reasonable business needs, to provide goods and/or services to **You** and then for as long as someone could bring a claim against us; and/or in line with legal and regulatory requirements or guidance.

**You** have certain rights under data protection laws. Some of these only apply from May 2018:

- ▶ The right to have **Your** personal information corrected;
- ▶ The right to object to certain processing of **Your** personal information;
- ▶ The right to restrict processing of **Your** personal information;
- ▶ The right to have **Your** personal information erased;
- ▶ The right to request access to **Your** personal information;
- ▶ The right to move, copy or transfer **Your** personal information;

- Rights in relation to automated decision making.

**You** have the right to complain to the Information Commissioner's Office which enforces data protection laws: <https://ico.org.uk/> **You** can exercise these by using the contact details in **Your** policy documents.

**You** have the right to object to certain data uses. **You** can contact us using the contact details in **Your** policy documents to use these rights.

### Changes to this policy

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We may change this policy from time to time. We encourage **You** to check this policy for changes whenever **You** revisit our website – <https://www.theaa.com/>

### Compliments and Complaints

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If **You** wish to register a compliment or complaint about the services **You** have received from AAIS, please contact:

By phone: **0344 209 0556**.

In writing: **Member Relations, The Automobile Association, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY.**

By email: **customersupport@theAA.com**

It is the AA's policy to acknowledge any complaint within five working days. The AA will advise **You** of who is dealing with **Your** concerns and, where possible, provide a response. If, in regard to a complaint about Accident Management, **You** are still not satisfied after **You** have received a full response, or after eight weeks have passed, **You** can contact the Financial Ombudsman at Insurance Division Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: **0800 023 4567** or **0300 123 9123** or email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Financial Services Compensation Scheme (FSCS)

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Acromas Insurance Company Limited (AICL), only, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if AICL cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance arranging is covered for 90% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone **0800 678 1100** or **0207 741 4100**.

### AA company details

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**Automobile Association Developments Limited** (trading as AA Breakdown Services), is an insurer of breakdown assistance services cover that is exempt from authorisation under the Financial Services and Markets Act 2000. Registered office: Fanum House, Basing View, Basingstoke, RG21 4EA. Registered in England and Wales Number: 01878835.

**Acromas Insurance Company Limited**

is authorised and regulated by the Commissioner of Insurance, Financial Services Commission, Gibraltar.

Acromas Insurance Company Limited is a member of the Association of British Insurers. Head Office: 57 – 63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). UK branch address: Acromas Insurance Company Limited, Enbrook Park, Folkestone, Kent CT20 3SE.

**Automobile Association Insurance Services Limited**

is an insurance intermediary authorised and regulated by the Financial Conduct Authority. Registered Office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA. Registered in England and Wales number 2414212.









## Get in touch



[bankofscotland.co.uk/  
privatebanking](https://bankofscotland.co.uk/privatebanking)

Our promise is to do our best to resolve any problems you have. If you wish to complain visit your local branch or call **0800 072 8668** or **0131 278 3729** (Textphone **0800 389 1286** or **0131 278 3690** if you have a hearing impairment). For more information visit [bankofscotland.co.uk/contactus/complain](https://bankofscotland.co.uk/contactus/complain)

## If you'd like this in another format such as large print, Braille or audio CD please ask in branch.

If you have a hearing or speech impairment, you can contact us using the Next Generation Text (NGT) Service or via Textphone on **0345 600 9644** (lines are open 9am to 5.30pm, 7 days a week). If you're Deaf and a BSL user, you can use the SignVideo service available at [bankofscotland.co.uk/accessibility/signvideo](https://bankofscotland.co.uk/accessibility/signvideo)

Eligible deposits with us are protected by the Financial Services Compensation Scheme.

We are covered by the Financial Ombudsman Service.

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Not all telephone banking services are available 24 hours a day, 7 days a week. Please speak to an adviser for more information.

### Bank of Scotland plc

Bank of Scotland plc. Registered in Scotland No. SC327000. Registered Office: The Mound, Edinburgh EH1 1YZ. Bank of Scotland plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 169628.

This information is correct as at May 2018.

BOSPB077 (05/18)



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SCOTLAND**