

Breakdown Repair Cover for Business

May 2018



AA

Welcome to Breakdown Repair Cover

Congratulations, you're covered by Breakdown Repair Cover in addition to your Fleet Breakdown Cover. So now, if the AA can't fix your nominated vehicle(s) at the roadside under your Fleet Breakdown Cover, or a part is needed to complete a repair, your Breakdown Repair Cover can help cover the costs involved, even labour costs, if the repair has to be undertaken by a garage.

Breakdown Repair Cover involves entering into a contract for this insurance cover with Acromas Insurance Company Limited, which is detailed in this booklet. It also involves entry into a contract with us, Automobile Association Insurance Services Limited ('AAIS'), under which we have agreed to arrange and administer your Breakdown Repair Cover.

Please refer to the "Breakdown Repair Cover Arrangement and Administration Contract" on page 20 which includes important information about the arrangement and administration of your Breakdown Repair Cover. The premium due under the policy is detailed in the Fleet Breakdown Cover letter provided to you.

Please read these Terms and Conditions carefully – if you have any queries, please contact the Claims Department on 0344 209 2518.

For claims please call 0344 209 2518

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For claims please call **0344 209 2518**

Part 1: Breakdown Repair
Cover Policy Wording
and Useful Information

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Demands and Needs

Breakdown Repair Cover for Business

to meet the needs of a customer who requires a contribution towards repair costs following a breakdown.

Cover level	Customer Needs
Breakdown Repair Cover for Business	Customers who, need a contribution towards eligible repair costs following a breakdown attended by AA mechanic.

BREAKDOWN REPAIR COVER – ABOUT YOUR POLICY

The cover set out in the policy is designed to run alongside your Fleetwide Breakdown Cover, to cover the cost of parts, which require replacing or repairing, following a breakdown and attendance by the AA mechanic.

This cover is not intended to replace servicing and is not a warranty.

Introduction to your Breakdown Repair Cover

Breakdown Repair Cover is an extension of your Fleetwide Breakdown Cover and is arranged and administered by Automobile Association Insurance Services Limited an insurance intermediary which is authorised and regulated by the Financial Conduct Authority. Registered office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA. England and Wales. Company registration number 2414212.

The insurer of your Breakdown Repair Cover is Acromas Insurance Company Limited 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). UK branch address: Enbrook Park, Sandgate, Folkestone, CT20 3SE.

Acromas Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar and is a member of the Association of British Insurers. Subject always to any relevant policy limits, excesses and other applicable terms and conditions, Acromas Insurance Company Limited insures the cost of assistance arranged under this policy.

This policy wording should be read carefully and in conjunction with the terms and conditions of your Fleetwide Breakdown Cover to make sure the cover meets your needs.

References to 'the AA' or 'the Automobile Association' in this booklet are to the Automobile Association Insurance Service Limited, which acts as an agent of Acromas Insurance Company Limited. We reserve the right to accept or refuse an application for new or extended cover.

Definition of words and phrases used in this policy

'AA' Automobile Association Developments Limited (trading as Breakdown Services) or, where appropriate, its agents.

'AAIS' Automobile Association Insurance Services Limited.

'Fleetwide Breakdown Cover' the cover You have arranged for assistance in the event of a breakdown involving the Nominated Vehicle noted on the letter accompanying this policy booklet and Your membership card.

'Claims Department' A team within AAIS who will handle Your Claim on behalf of the Insurer.

'Eligible Event' A breakdown involving the Nominated Vehicle:

- as a result of Mechanical or Electrical Failure; and
- which has been attended by the AA under Your Fleetwide Breakdown Cover; and

For claims please call **0344 209 2518**

- c) that has prevented the Nominated Vehicle from continuing its journey safely; and
- d) that requires the repair or replacement of insured part(s) to enable the journey to be resumed or commenced; and
- e) where any subsequent claim has been authorised by Us.

'Insurer' Acromas Insurance Company Limited.

'Mechanical or Electrical Failure' The sudden and unforeseen breaking or burning out (electrical) of any insured part(s) which prevents the Nominated Vehicle from continuing or commencing its journey safely.

'Nominated Vehicle' A car, van or motorcycle, whose vehicle registration number is detailed on Your joining or renewal letter that is also eligible for breakdown assistance under Your Fleetwide Breakdown Cover but excluding motor caravans, caravans and other trailers, kit cars, minibuses, motorcycles and any vehicles used for haulage or for the provision of courier services.

(Where the context requires any reference to the Nominated Vehicle, this should be read to refer to the plural where more than one vehicle is covered).

'Paid Claim' A claim which has been authorised for insured parts which directly caused the Nominated Vehicle to break down and prevented it from being able to resume or commence its journey safely.

'Period of Insurance' The period for which the Insurer has agreed to cover You and for which You have paid the required premium.

'Policy Excess' The amount You are required to pay towards any claim made under this policy.

'Policy Start Date' The date on which the policy was purchased and the required premium was paid.

'Rally' Any timed event which must be completed within a set period of time and is advertised as a rally.

'Wear and Tear' The loss of a part's ability to function exactly as it was designed to do by the manufacturer due solely to time and mileage in operation.

'We/Us' The Insurer.

'You/Your' The person holding the Fleetwide Breakdown Cover and Breakdown Repair Cover.

Useful contact information

To make changes to your Breakdown Repair Cover call 0800 55 11 88.

Opening hours:

Monday to Friday – 9am to 5pm

Information is available in large print, audio and Braille on request.

Please call 0800 262 050 for details.

If you need to make a Claim

Step 1

If you break down, you must call for AA assistance under your Fleetwide Breakdown Cover on 0344 209 2518.

Step 2

The AA will attempt to fix the vehicle. If the parts required to complete the repair are shown as covered in your policy booklet, these will be paid for under the terms of your Breakdown Repair Cover policy. You will need to pay the policy excess of £35.

Step 3

If the AA cannot fix the vehicle you must arrange for it to be taken, without delay, to a VAT registered garage of your choice. (If you require the AA to assist with the recovery of the Nominated Vehicle, any recovery will be provided in line with your Fleetwide Breakdown Cover entitlement).

Certain garages have made arrangements with the AA and are part of the Breakdown Repair Cover Garage Network. The AA can advise you of your nearest participating garage on request.

For claims please call **0344 209 2518**

Please note that if the Nominated Vehicle continues to be driven after a fault has developed and this causes further damage or loss, that damage or loss will not be covered under Breakdown Repair Cover.

Step 4

The garage should, with your agreement, assess the repair and agree with you what work is required to repair the vehicle. Once agreed, you must ask the garage to contact the Claims Helpline on your behalf on 0344 209 2518 to provide details of the required repair and obtain a claims authorisation number before starting work. Repairs carried out before an authorisation number is obtained will not be covered under your policy.

At that time the Claims Department will need:

- your details;
- the vehicle make, model and registration number;
- the vehicle's current mileage;
- costs of the repair, detailing parts and labour charges; and
- depending on the nature of the breakdown, the Claims Department may require evidence of the vehicle's service history (for example invoices) from the start of your policy, so it is advisable to ensure that this information is readily accessible.

Step 5

The Claims Department will confirm whether the repair is covered under the terms of your Breakdown Repair Cover. In some circumstances it may be necessary to appoint an independent engineer to inspect the vehicle to assess whether the claim falls within Your Breakdown Repair Cover. Agreed costs will, where possible, be settled directly with the garage on completion of the repair. If the selected garage is part of the Breakdown Repair Cover Garage Network, you will only need to pay the policy excess of £35 for repairs covered under your policy up to the claim limit of £500.

If the garage is not part of the Breakdown Repair Cover Garage Network and will not accept payment on this basis, you or your driver will need to pay for the repair and send the fully itemised invoice, displaying the AA authority number provided, to the Claims Department for reimbursement.

Claims should be sent to the following address:

**AA Claims Services,
Lambert House,
Stockport Road, Cheadle, Cheshire SK8 2DY**

Please note: VAT will not be reimbursed if you are VAT registered. Reimbursement usually takes up to 21 days from receipt of the invoice.

Financial Services Compensation Scheme (FSCS)

Acromas Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Acromas Insurance Company Limited cannot meet its obligations. The amount of compensation depends on the type of business. General insurance provided by a regulated insurer such as Acromas Insurance Company Limited is covered for 90% of the claim, without any upper limit.

The following types of business are excluded from the Financial Services Compensation Scheme:

1. Large companies (a body corporate which does not qualify as a small company under section 247 of the Companies Act 1985);
2. Large mutual associations (a mutual association or unincorporated association with net assets of more than £1.4 million (or its equivalent in any other currency at the relevant time));
3. Large partnerships (a partnership or unincorporated association with net assets of more than £1.4 million (or its equivalent in any other currency at the relevant time)).

Further details of eligibility for the Financial Services Compensation Scheme can be found at www.fscs.org.uk or telephone 0800 678 1100 or 020 7741 4100.

For claims please call 0344 209 2518

FREQUENTLY ASKED QUESTIONS

Do I have to keep my fleet regularly serviced?

Yes. Once you have nominated a vehicle for Breakdown Repair Cover then you will need to keep it serviced in accordance with the manufacturer's recommendations. Servicing must be done by a professional garage business or in-house workshop staffed by qualified mechanics.

You may be asked to produce evidence of servicing when you make a claim so be sure to retain Your receipts and invoices.

Can I claim straightaway?

No. You will not be able to claim on your Breakdown Repair Cover policy for parts or repairs needed to rectify a breakdown which occurs during the first 14 days after your agreed policy start date. After that cover will apply.

Can I take my vehicle directly to my garage?

No. You must first request assistance under Your Fleetwide Breakdown Cover.

Multiple Vehicle Fleets – Do I have to nominate all my vehicles?

If you require cover for more than one vehicle, you must nominate all vehicles.

What do I do if I change or add a Vehicle?

You can easily update your policy to cover your replacement vehicle (please check eligibility requirements for your new vehicle). All you need to do is call us on 0800 551188.

Do ensure that you notify us promptly when you purchase a replacement vehicle to ensure that the new vehicle is covered as soon as possible. You will not be able to make a claim for that vehicle if it breaks down within the first 14 days after you have notified the change to the underwriter.

Who can I talk to if I still have questions?

If you have any further queries then please call us on 0800 551188.

About your renewal

Renewal

If renewal of your cover is available, you will be contacted before your cover ends and advised of any changes to price and/or cover provided. This may include renewing your cover with a different underwriter or notifying you of a forthcoming change to the underwriter of your Breakdown Repair Cover.

The 14-day claim exclusion will not apply at renewal where cover is continuous (except when you change the Nominated Vehicle(s)).

Auto-renewal

If you have chosen to pay for Your Breakdown Repair Cover by direct debit or continuous credit card payments, your cover will be automatically renewed at the end of each year. You will be sent a written reminder at or before your renewal date to advise you of the amount due. If you do not want your cover to renew on this basis you should call 0800 551188 at least 7 days prior to renewal.

If you need to complain

We aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

a) There are several ways you can contact us:

Phone: 0800 551188

Email: fleetcustomers@theaa.com

Post: Business Support,
AA Business Services
Swallowfield One,
Wolverhampton Road, Oldbury,
West Midlands B69 2AG

For claims please call **0344 209 2518**

We will either acknowledge your complaint within 5 working days of receipt, or offer you our final response if we have concluded our investigations within this period.

If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be able to refer your complaint to the Financial Ombudsman Service for help and advice.

Phone: 0800 023 4567 or 0300 123 9 123

Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Post: The Financial Ombudsman Service
Exchange Tower, London E14 9SR

The Financial Ombudsman Service will only look at complaints from businesses defined as 'micro-enterprises', an EU term covering smaller businesses with an annual turnover of less than two million Euros and fewer than ten employees.

BREAKDOWN REPAIR COVER – YOUR POLICY IN FULL

What is covered	What is not covered
The Insurer will pay up to £500 per Paid Claim for repair or replacement of Insured Parts, labour and VAT following an Eligible Event, which occurs during the Period of Insurance, in the United Kingdom, meaning, England, Scotland, Wales and Northern Ireland only.	<ol style="list-style-type: none">1. Your £35 Policy Excess.2. Any claim, which occurs within 14 days of Your Policy Start Date or within 14 days from the date You notified Us of a change of Nominated Vehicle.3. Failure of parts as a result of Wear and Tear.4. Garage labour costs exceeding £85 per hour excluding VAT.5. Faults to or directly caused by a part that has been modified from the manufacturer's standard specification.6. Any part that is not fitted as standard by the manufacturer at the time of production.7. More than three Paid Claims in a 12 month period per vehicle.

For claims please call **0344 209 2518**

Parts insured under Breakdown Repair Cover

What is covered	What is not covered
1 The Engine	Exhaust systems or failure due to blockages within the oil system.
2 Engine Cooling System	Damage or failure due to freezing, corrosion, erosion and blockage.
3 Fuel System	Diesel particulate filters and fuel gauges. Damage or failure due to incorrect or contaminated fuel, internal blockage, adjustments and failure to meet current emission legislation.
4 Clutch	Worn-out friction surfaces.
5 Gearbox	
6 Differential and Drive Line	Motorcycle drive chains and sprockets.
7 Steering	Steering locks, ignition locks and barrels.
8 Suspension	Wheels, tyres and suspension forks.
9 Braking System	Brake discs, pads, drums and shoes.
10 Electrical System	Sun roof motors and mechanisms, folding roof motors and mechanisms, window mechanisms (electrical and mechanical), door lock mechanisms (electrical and mechanical), keys, lamps, bulbs, faulty connections, speedometer and odometer.
11 Front windscreen wiper linkages	
12 Housings and Casings <i>(provided they are damaged by the failure of an insured part)</i>	All body parts, roof frames, glass, non-glass windows, paint, upholstery, folding roof fabric, trim, and cosmetic finishes; and air conditioning components. The cost of replacing consumables such as oils, filters, and antifreeze, unless the relevant consumable is replaced as part of a Paid Claim and where replacement is requested at the time the claim is authorised.

Warning lights: Please be aware that if a warning light, which is linked to an insured part, is illuminated it does not necessarily mean that the repair or replacement of the relevant insured part is required and/or will be paid for under Your Breakdown Repair Cover policy.

For claims please call **0344 209 2518**

GENERAL EXCLUSIONS APPLICABLE TO ALL OF THE POLICY

1. Any Mechanical or Electrical failure, that:
 - existed prior to the purchase of this cover; or
 - was caused by faults, which You were aware of prior to the start of the journey on which the breakdown occurred; or
 - was referred to a garage before You called for assistance under Your Fleetwide Breakdown Cover.
2. Any repairs for Mechanical or Electrical Failure started before Your claim has been accepted and an authorisation number has been issued to the repairer.
3. Any repairs to the Nominated Vehicle if it is unroadworthy or otherwise unlawful to use on a public road.
4. Repairs to a non-insured part, which has been damaged by the Mechanical or Electrical Failure of an insured part.
5. Repairs required due to contaminated or incorrect fuel being added to The Nominated Vehicle, such as adding diesel to a petrol engine or petrol to a diesel engine.
6. Any faults identified by, or reported to, the AA mechanic, AA appointed garage agent, or Your repairing garage, which are not connected to the initial cause of breakdown.
7. Any faults due to the poor maintenance of the Nominated Vehicle, including cambelt failure and any resulting damage, when it cannot be established that the belt has been changed according to the manufacturer's recommendations.
8. Failure of parts as a result of Wear and Tear.
9. Any claim when the cost of repairs will exceed the value of the Nominated Vehicle. This will be calculated using the Car Auction Price (CAP) Retail Guide.
10. The cost of routine adjustments, phasing and calibration.
11. Any cost for Mechanical or Electrical Failure caused by accidental damage, frost, freezing, corrosion, erosion, blockage, water penetration, road traffic accidents, theft or vandalism.
12. Any cost for Mechanical or Electrical Failure resulting from the use of the Nominated Vehicle in any sort of competition, rally or racing of any kind.
13. Any costs, which can be recovered under warranty or any other more specific insurance policy.
14. The cost of repairs relating to the Mechanical or Electrical Failure caused by You or anyone We have not authorised to carry out a repair.
15. The cost of repairs needed because of poor design or fault in manufacture.
16. The cost of repairing further damage if the Nominated Vehicle continues to be driven after a fault has developed.
17. Any loss where the Nominated Vehicle's odometer has been tampered with, altered or disconnected or failed.
18. The VAT content of any claim where You are VAT registered.

For claims please call **0344 209 2518**

GENERAL CONDITIONS APPLICABLE TO ALL OF THE POLICY

This policy is subject to the following conditions and cover will only apply and charges be met if You and anyone entitled to claim under this policy has complied with these conditions.

1. Period of cover

- a) The cover runs alongside Your AA Fleetwide Membership and will only be valid while Your AA Fleetwide Membership is current.
- b) If Continuous Breakdown Repair Cover is purchased, cover will run until You or the Insurer use their right to cancel.
- c) If You have Continuous Breakdown Repair Cover and annual Fleetwide Membership, You must ensure that Your Fleetwide Membership cover is renewed to be able to claim on your Breakdown Repair Cover. If Your annual Fleetwide Membership is cancelled, Your Continuous Breakdown Repair Cover will also be cancelled.
- d) If Continuous Breakdown Repair Cover is purchased, the Insurer is entitled to make changes to the policy terms and the premium payable, during the Period Of Cover, but will always give You at least 45 days prior notice of any such changes.

2. Limitations to cover

- a) If the AA cannot repair the Nominated Vehicle when they attend, You must arrange for it to be taken, without delay, to a VAT registered garage. If You require the AA to assist with the recovery of the Nominated Vehicle, this will be provided in line with Your AA Fleetwide Breakdown Cover entitlement: there is no separate or additional recovery entitlement under Breakdown Repair Cover.
- b) Cover cannot be transferred on the sale of The Nominated Vehicle to a new owner.
- c) The Nominated Vehicle must be serviced according to the manufacturer's recommendations (including service intervals). Service and mileage records are taken from the date the vehicle is first nominated for Breakdown Repair Cover. Only invoices from a servicing garage will be accepted as proof of servicing and such invoices may be required by the Claims Department at the time claims are made. Servicing must be carried out by a garage business or in-house workshop staffed by qualified mechanics. It is Your responsibility to find out the Nominated Vehicle's servicing requirements and to comply with them.

3. Claims/Repair authorisation

- a) The fact that the AA has dispatched a Patrol or agent does not necessarily mean that the repair will be covered by Breakdown Repair Cover; this will be assessed by the Claims Department.
- b) Any driver entitled to request assistance from the AA under Your Fleetwide Breakdown Cover may make a claim on Your behalf following a breakdown in the Nominated Vehicle.
- c) If the Nominated Vehicle requires a garage repair, the choice of repairer is Yours (subject to their being VAT registered). Any repairer appointed, whether direct by You, or on Your behalf, will carry out repair work to Your instruction and the contract for repair will be between You and the relevant repairer. This policy will cover garage labour charges up to a maximum of £85 per hour.
- d) Any exploratory dismantling charges will only be paid for as part of an Eligible Event. It is Your responsibility to agree any exploratory dismantling charges with Your chosen repairer and to pay their charges if, after dismantling, Your claim is not authorised by Us.

For claims please call **0344 209 2518**

- e) Claims will be assessed in line with Manufacturer or Motor Industry standard repair times and retail price guides. The Insurer reserves the right to fit replacement parts which have not been made by the Nominated Vehicle's manufacturer but are of a similar standard.
- f) If the Insurer finds that repairs were made to a vehicle, which was not nominated or, had not been nominated for 14 days prior to the breakdown You will be liable for the full costs of the claim.
- g) If a claim has been paid and it is subsequently found that You have not paid Your premium for the period in which the claim occurred, the Insurer will be entitled to charge You for the full amount of the claim.

4. Service Control – usage levels

If You have been asked to pay an additional premium for Roadside Assistance under the Service Control provisions of Your Fleetwide Breakdown Cover this Breakdown Repair Cover Policy may still be valid. If the AA has refused to provide You with breakdown assistance for any reason, you will be unable to claim under your AA Breakdown Repair Cover Policy.

5. Fraudulent claims

If We discover that You, anybody insured under this policy or any acting for You has knowingly:

- made a fraudulent or false claim in full or in part or exaggerated the amount of the claim;
- misrepresented any answers to Our questions or withheld any relevant information in order to influence Us to accept a claim;
- provided false or invalid documents in support of a claim; or
- following an allegation or suggestion of fraud by Us or any other insurer, withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void.

We will investigate the claim and this could result in legal action by Us. We may:

- treat Your policy as if it never existed from the date of the fraud or misrepresentation and retain any premium You have paid for these policies;
- serve You a 7 day notice of cancellation on all other policies that You hold with Us; and
- pass details to the Police and fraud prevention agencies; or
- refuse to pay the whole of Your claim if any part is in any way fraudulent, false or exaggerated and recover from You any costs that We have incurred.

6. Cancellation rights and procedures

Your Right to Cancel

You have the right to cancel this policy within 14 days from receipt of Your policy documentation (the 'cooling off' period). You will be entitled to a full refund of Your total premium if You cancel during the cooling off period before your cover commences.

If You cancel this policy during the cooling off period, but on or after Your cover commences, providing you have not claimed on your policy, You will be entitled to a full refund of Your total payment. If a claim has been made during this period then You may still be entitled to a refund of Your total payment but You will need to repay the Insurer the full amount of the claim. If You cancel this policy after the cooling off period, You will not be entitled to a refund regardless of whether or not a claim has been made.

For claims please call 0344 209 2518

Cancellation by the Insurer

The Insurer may cancel this policy by sending at least seven days written notice to Your last known address. A full pro rata refund will be allowed from the date of cancellation regardless of whether a claim has been made under this policy.

If Your Fleetwide Breakdown Cover is cancelled, Your Breakdown Repair Cover will also be cancelled.

7. The law and language, which applies to the policy

You and the Insurer are free to choose the law applicable to this policy but in the absence of agreement to the contrary, the law of the country in which You reside at the inception of the policy will apply. If You are not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England, Wales, Scotland or Northern Ireland, the law, which will apply, is the law of England and Wales.

The Terms and Conditions and all other information concerning this policy are supplied in the English language and We undertake to communicate in this language for the duration of the policy.

Save for the rights granted to AA Insurance Services under this policy any person or company who is not a party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.

For claims please call **0344 209 2518**

Part 2: Breakdown Repair Cover
Arrangement & Administration
Contract – Your contract
with Automobile Association
Insurance Services (AAIS)

For claims please call **0344 209 2518**

BREAKDOWN REPAIR COVER ARRANGEMENT & ADMINISTRATION CONTRACT – YOUR CONTRACT WITH AUTOMOBILE ASSOCIATION INSURANCE SERVICES LIMITED

Set out below are the Terms and Conditions of your contract with us, Automobile Association Insurance Services Limited (AAIS), regarding our arrangement and administration of your Breakdown Repair Cover Policy. Please note that some sales are not arranged through AAIS and if this applies to your cover, you will be issued with a separate document identifying the company which arranged your cover, and giving the required information about that company. The minimum duration of your arrangement and administration contract with AAIS is the duration of your Breakdown Repair Cover Policy and your contract with AAIS will end at the same time that the related Breakdown Repair Cover Policy ends (whatever the reason for termination).

1. Who regulates AAIS?

AAIS is authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority is an independent body that regulates the financial services industry in the UK. AAIS's permitted business is that of an insurance intermediary dealing in and arranging contracts of general insurance. You can check this information on the Financial Services Register by visiting their website www.fca.org.uk/register or by contacting 0845 606 1234. The registration number is 310562.

2. Which companies does AAIS deal with?

Breakdown Repair Cover is underwritten by Acromas Insurance Company Limited and AAIS presently acts only for this insurer in relation to this product. AISL acts as an agent of this insurer, when arranging payments or refunds of your premium and when making any claims payments. AAIS may renew your cover to a different underwriter or notify you of a future change if the underwriter of Breakdown Repair Cover has changed for new policies for any reason.

3. What services does AAIS provide?

AAIS provides the following services to you:

- Providing information about Breakdown Repair Cover: AAIS will provide you with information about Breakdown Repair Cover and will ask you some questions to help narrow down the selection of products of interest to you. You will not receive advice or any recommendation and you will need to make your own choice about how to proceed.
- Arranging Breakdown Repair Cover: Once you decide what cover you require, AAIS will arrange this for you with the insurer, dealing with payment and issuing the relevant documentation.
- Administering Breakdown Repair Cover: After arranging the Breakdown Repair Cover Policy, AAIS will administer it on your behalf, including supplying replacement documentation, keeping your policy records up to date and dealing with enquiries, changes to payment methods; renewals (including Autorenewal) of Breakdown Repair Cover and cancellations (including refunds on behalf of the insurer(s)).
- If during the life of your policy the relevant insurer wishes to alter the Terms & Conditions of the policy AAIS will provide you with the relevant information.
- AAIS will, for compliance purposes, keep a copy of the policy that was issued to you. Communication by AAIS concerning any policy issued will be in English.

For claims please call 0344 209 2518

4. What will you have to pay for services provided by AAIS?

AAIS will always inform you of, or confirm, in writing its fees for the services it provides under this contract. These fees will be advised in the contract, in the accompanying letter, or separately in writing and will be identified separately from the premium. Subject to any statutory rights you may have, AAIS will not refund any of its fees except where it has arranged a refund of premium following cancellation in the cooling off period of the AA Breakdown Repair Cover Policy. AAIS will also tell you about any other charges relating to your Breakdown Repair Cover.

5. Changes to Terms & Conditions

Annual cover: AAIS is entitled to change any of these Terms & Conditions at renewal. AAIS also reserves the right to make changes to these Terms & Conditions during the policy 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.

6. Matters outside AAIS's reasonable control

AAIS shall not be liable for service failures where it is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside AAIS'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 system failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

7. Exclusion of liability for loss of profit etc

AAIS shall not, in any event, and to the extent permitted by law, have any responsibility for

(a) any increased costs or expenses;

(b) any loss of

- (i) profit
- (ii) business
- (iii) contracts
- (iv) revenue or
- (v) anticipated savings; or

(c) for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise. For the avoidance of doubt, nothing in this clause or these Terms & Conditions shall exclude or restrict AAIS's liability for negligence resulting in death or personal injury.

8. Third parties

None of the Terms and Conditions, or benefits, of this contract are enforceable by anyone else other than the insured. 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.

9. Interpretation: Use of English Law and Language

This contract is written in English and is governed by, and should be interpreted under, the laws of England and Wales.

10. What to do if You have a compliment or complaint

If you wish to register a compliment or complaint about the services you have received from AAIS under this Breakdown Repair Cover Arrangement and Administration Contract please contact Business Support by phone: 0800551188 or in writing to: Business Support, AA Business Services, Swallowfield One, Wolverhampton Road, Oldbury, West Midlands B69 2AG or by email: fleetcustomers@theAA.com.

For claims please call **0344 209 2518**

If you remain dissatisfied with the final response to a complaint, You can also contact the Financial Ombudsman Service for help and advice.

11. Is AAIS covered by the Financial Services Compensation Scheme (FSCS)?

AAIS is covered by the FSCS. You may be entitled to compensation from the scheme if AAIS cannot meet its obligations in arranging Breakdown Repair Cover. General insurance provided by a regulated insurer such as Acromas Insurance Company Limited 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 or telephone 0800 678 1100 or 0207 741 4100.

12. Use of headings

The headings used above are for convenience only and shall not affect the interpretation of its contents.

USE OF YOUR PERSONAL DATA

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

The AA plc and our Data Protection Officer

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

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

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

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

- **Personal and contact details**, such as title, full name, contact details and contact details history;
- **Your date of birth, gender and/or age;**
- **Your nationality**, if needed for the product or service;
- **Details of beneficiaries**, such as joint policy holders, named drivers, beneficiaries of our products or services;
- **Family members** (if relevant to the product or service);
- **Records of your contact with us** such as via the phone number of our breakdown service and, if you get in touch with us online using our online services or via our smartphone app, details such as your mobile phone location data, IP address and MAC address;
- **Products and services** you hold with us, as well as have been interested in and have held and the associated payment methods used;
- **The usage of our products and services**, any call outs and claims, and whether those claims were paid out or not (and details related to this);
- **Marketing to you and analysing data**, including history of those communications, whether you open them or click on links, and information about products or services we think you may be interested in,

For claims please call 0344 209 2518

and analysing data to help target offers to you that we think are of interest or relevance to you;

- **Vehicle information**, such as make and model, faults, repairs and repair costs. Offers may include our car, insurance, financial services, connected car, travel and any of our other products and services;
- **Telematics and driving information** about your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken (for example, if you have Car Genie);
- **Driving school assessment**, including feedback and analysis of your instructor;
- **Information about your use of products or services held with our business partners**, such as insurance policies, mortgage, savings or financial services and products;
- **Information we obtained from third parties**, including information about insurance risk, pricing, claims history, instances of suspect fraud and usage history;
- **Personal information which we obtain from Credit Reference Agencies and Fraud Prevention Agencies** (see the section on 'Fraud Prevention Agencies' below), including public (e.g. defaults, CCJs) and shared credit history, financial situation and financial history;
- **Fraud, debt and theft information**, including details of money you owe, suspected instances fraud or theft, and details of any devices used for fraud;
- **Criminal records information**, including alleged offences, for example if you apply for car insurance;
- **Information about your health or if you are a vulnerable customer;**
- **Information about your property**, such as location, value, number of rooms, property type and building work you've had done;
- **Financial details about you**, such as your salary and details of other income, details of your savings, details of your expenditure, and payment method(s);
- **Details about all of your existing borrowings and loans**, if relevant;
- **Information about your employment status**, if relevant;
- **Information about your property occupier status**, such as whether you are a tenant, live with parents or are an owner occupier of the property where you live at the time of your application;
- **Your residency and/or citizenship status**, if relevant, such as your nationality, your length of residency in the UK and/or whether you have the permanent right to reside in UK;
- **Your marital status, family, lifestyle or social circumstances**, if relevant to the product (for example, the number of dependents you have or if you are a widow or widower);
- **Information we buy or rent from third parties**, including demographic information, vehicle details, details of outstanding finance, vehicle claims history, marketing lists, publicly available information, and information to help improve the relevance of our products and services;
- **Insights about you and our customers** gained from analysis or profiling of customers;
- Where relevant, **information about any guarantor** which you provide in any application;

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- **Third party transactions;** such as where a person other than the account holder uses the service, information about that person and the transaction; and
- **Tax information,** if relevant (for example, for savings accounts).

2. What is the source of your personal information?

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

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

3. What do we use your personal data for?

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

- Assessing an application for a product or service you hold with us, including considering whether or not to offer you the product or service, the price, the risk of doing so, availability of payment method and the terms;
- Managing products and services relating to the product or service, or application for one;
- Updating your records, tracing your whereabouts, and recovering debt;
- Managing any aspect of the product or service;
- To make automated decisions on whether to offer you a product or service, or the price, payment method, risk or terms of it;
- To perform and/or test the performance of our products, services and internal processes;
- To improve the operation of our business and that of our business partners;
- To follow guidance and best practice under the change to rules of governmental and regulatory bodies;
- For management and auditing of our business operations including accounting;
- To carry out checks at Credit Reference and Fraud Prevention Agencies pre-application, at application, and periodically after that;
- To monitor and to keep records of our communications with you and our staff (see below);

For claims please call **0344 209 2518**

- To administer our good governance requirements and those of other members of our Group, such as internal reporting and compliance obligations or administration required for Annual General Meeting (“AGM”) processes;
- For market research and analysis and developing statistics;
- Assessing and profiling aspects of your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken (if relevant to your product or service);
- For direct marketing communications and related profiling to help us to offer you relevant products and service, including deciding whether or not to offer you certain products and service. We’ll send marketing to you by SMS, email, phone, post, social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match). Offers may relate to any of our products and services such as cars, roadside assistance, money and financial services, insurance, travel, member offers (“Member Benefits”) as well as to any other offers and advice we think may be of interest;
- To provide personalised content and services to you, such as tailoring our products and services, our digital customer experience and offerings, and deciding which offers or promotions to show you on our digital channels;
- To develop new products and services and to review and improve current products and services;
- To comply with legal and regulatory obligations, requirements and guidance;
- To provide insight and analysis of our customers both for ourselves and for the benefit of business partners either as part of providing products or services, helping us improve products or services, or assess or improve the operating of our businesses;
- To share information, as needed, with business partners (e.g. financial services institutions, insurers), account beneficiaries, service providers or as part of providing and administering our products and services or operating our business;
- To facilitate the sale of one or more parts of our business;
- To enable other AA group companies to perform any of the above purposes; and
- To process any donations made to the AA Charitable Trust

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

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

- 1) **Where it is needed to provide you with our products or services**, such as:
 - a) Assessing an application for a product or service you hold with us, including consider whether or not to offer you the product, the price, the payment methods available and the conditions to attach;
 - b) Managing products and services you hold with us, or an application for one;
 - c) Updating your records, tracing your whereabouts to contact you about your account and doing this for recovering debt (where appropriate);
 - d) Sharing your personal information with business partners and services providers when you apply for a product to help manage your product;
 - e) All stages and activities relevant to managing the product or service including enquiry, application, administration and management of accounts, illustrations, requests for transfers of equity, setting up/ changing/removing guarantors; and

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- f) For some of our profiling and other automated decision making to decide whether to offer you a product and/or service, particular payment method and the price or terms of this.
- 2) Where **it is in our legitimate interests to do so**, such as:
- a) Managing your products and services relating to that, updating your records, tracing your whereabouts to contact you about your account and doing this for recovering debt (where appropriate);
 - b) To perform, test the performance of, our products, services and internal processes;
 - c) To follow guidance and recommended best practice of government and regulatory bodies;
 - d) For management and audit of our business operations including accounting;
 - e) To carry out searches at Credit Reference Agencies pre-application, at the application stage, and after that. Where you have been introduced to us by a broker or other intermediary they may do these searches on our behalf;
 - f) To carry out monitoring and to keep records of our communications with you and our staff (see below);
 - g) To administer our good governance requirements and those of other members of our Group, such as internal reporting and compliance obligations or administration required for AGM processes;
 - h) For market research and analysis and developing statistics;
 - i) For direct marketing communications and related profiling to help us to offer you relevant products and services, including deciding whether or not to offer you certain products and service. We'll send marketing to you by SMS, email, phone, post and social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match);
 - j) Subject to the appropriate controls, to provide insight and analysis of our customers to business partners either as part of providing products or services, helping us improve products or services, or to assess or to improve the operating of our businesses;
 - k) For some of our profiling and other automated decision making; and
 - l) When we share your personal information with these other people or organisations other than for providing products and services to you, as necessary for running our business or comply with legal or regulatory obligations.
- 3) To comply with our **legal obligations**
- 4) With your **consent or explicit consent**:
- a) For some direct marketing communications;
 - b) For some of our profiling and other automated decision making; and
 - c) For some of our processing of special categories of personal data such as about your health, if you are a vulnerable customer or some criminal records information.
- 5) For a **public interest**, such as:
- a) Processing of your special categories of personal data such as about your health, criminal records information (including alleged offences), or if you are a vulnerable customer.

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

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

For claims please call 0344 209 2518

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

6. How and when can you withdraw your consent?

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

7. Is your personal information transferred outside the UK or the EEA?

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

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

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

We'll use this information to:

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

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

For claims please call **0344 209 2518**

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

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

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

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

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

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

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

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

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

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

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

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

This information may be shared for the purposes described above.

13. What about other automated decision making?

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

We'll do this where it is necessary for entering into or performing the relevant contract, is authorised by laws that apply to us, or is based on your explicit consent.

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

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

For claims please call 0344 209 2518

- For as long as we have reasonable business needs, such as managing our relationship with you and managing our operations;
- For as long as we provide goods and/or services to you and then for as long as someone could bring a claim against us; and/or
- Retention periods in line with legal and regulatory requirements or guidance.

15. What are your rights under data protection laws?

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

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

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

16. Your right to object

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

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

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

Changes to this privacy notice

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

Contact Us

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

For claims please call **0344 209 2518**

AA COMPANY DETAILS

Automobile Association Insurance Services is an insurance intermediary authorised and regulated by the Financial Conduct Authority.

Registered office: Fanum House, Basing View, Basingstoke RG21 4EA. England and Wales. Company registration number 2414212.

Acromas Insurance Company Limited 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). Acromas Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar. Acromas Insurance Company Limited is a member of the Association of British Insurers.

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Your responsibilities

Please be sure to read this booklet carefully, taking care to check that you comply with the Terms & Conditions of Breakdown Repair Cover, in particular:

- ✓ that your nominated vehicles comply with the eligibility requirements under the section **Breakdown Repair cover – about your policy** and
- ✓ your vehicle must have broken down and have been attended by the AA under your Fleet Breakdown Cover.

Ensure that you keep your vehicles serviced in line with the manufacturer's recommendations by a suitable garage business. Be sure that you keep your invoices or receipts for servicing carefully as we may require proof of servicing when you make a claim.

Ensure that you inform us if you change your vehicles. You will need to provide registration numbers, make, model, mileage and date of first registration when you call on 0800 55 11 88 to make the change.

When you break down call the AA on
0800 420 420

Claims Helpline
0344 209 2518

Queries or Changing Your Vehicle
0800 55 11 88