

AA Fleet Advantage Application Form

AA Fleet Advantage Card Application Form

In order for us to complete your application and issue you with your AA Fleet Advantage cards, we will need the information detailed on the checklist below, either on or with your application form. Please note that by submitting this application form you are agreeing to enter into a contract with Arval UK Ltd and a contract with the AA. Please use Adobe Acrobat 7.0 or later to fill in this form or print out and complete manually. The completed document should be signed, dated and returned to us.

Service Levels

Your application should be processed and your fuel cards despatched within 28 working days providing all the relevant information has been received.

In the meantime, existing AA customers should continue to use current AA breakdown cards until the expiry date.

Helpline

Please contact us on 0845 266 5003 should you have any questions or require assistance completing this form and we will be pleased to help.

Application Checklist

In order to ensure that your application is completed as quickly as possible, please check that you have completed the following prior to returning:

- Completed the application form (sections 1-10)
- Authorised the application by signing the application form (section 11)
- Completed and signed the Direct Debit Mandate (section 12)
(please note faxes/copies are not acceptable)
- Completed the Card Request Form A, detailing your individual card requirements (section 13)
- Agreed to the Terms & Conditions of your agreement with Arval UK Ltd by ticking the appropriate box (in section 11)
- Agreed to the Terms & Conditions of your agreement with the AA by ticking the appropriate box (in section 11)
- Retained your Terms & Conditions booklet in a safe place
- Retained a photocopy of the completed application form for your own records

Please return completed documents in the envelope provided to:

AA Fleet Advantage, Post Dept 45, ARVAL UK LTD, Windmill Hill, Swindon SN5 6PE

1. Company ("Account Holder") Details

Title	<input type="text"/>	First Name	<input type="text"/>
Surname	<input type="text"/>	Job Title/Dept.	<input type="text"/>
Company Name (Legal Identity/Registered Name) (40 characters max) <input type="text"/>			
Registered Address <input type="text"/>			
<input type="text"/>		Postcode	<input type="text"/>
Invoice Address (if different from registered) <input type="text"/>			
<input type="text"/>		Postcode	<input type="text"/>
Tel.	<input type="text"/>	Fax	<input type="text"/>
Email (general correspondence) <input type="text"/>			
Company Activity	<input type="text"/>	Year Established	<input type="text"/>
VAT Reg No.	<input type="text"/>	Company Registration No. (if relevant)	<input type="text"/>
Parent Company Name <input type="text"/>			

2. Further Information (Sole Traders or Partners only)

Please tick Partner <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Title	<input type="text"/>
First name	<input type="text"/>	Surname	<input type="text"/>
Date of Birth (dd/mm/yyyy)	<input type="text"/>	Signature	<input type="text"/>
Home Address <input type="text"/>			
<input type="text"/>		Postcode	<input type="text"/>
Time at Current Address	Months	<input type="text"/>	Years <input type="text"/>
Previous Address (if less than 3 years) <input type="text"/>			
<input type="text"/>		Postcode	<input type="text"/>
Partner 2 (if applicable)			
Title	<input type="text"/>		
First name	<input type="text"/>	Surname	<input type="text"/>
Date of Birth (dd/mm/yyyy)	<input type="text"/>	Signature	<input type="text"/>
Home Address <input type="text"/>			
<input type="text"/>		Postcode	<input type="text"/>
Time at Current Address	Months	<input type="text"/>	Years <input type="text"/>
Previous Address (if less than 3 years) <input type="text"/>			
<input type="text"/>		Postcode	<input type="text"/>
Partner 3 (if applicable)			
Title	<input type="text"/>		
First name	<input type="text"/>	Surname	<input type="text"/>
Date of Birth (dd/mm/yyyy)	<input type="text"/>	Signature	<input type="text"/>
Home Address <input type="text"/>			
<input type="text"/>		Postcode	<input type="text"/>
Time at Current Address	Months	<input type="text"/>	Years <input type="text"/>
Previous Address (if less than 3 years) <input type="text"/>			
<input type="text"/>		Postcode	<input type="text"/>

3. Data Protection

The partners/proprietors who have completed their details and signed at section 2 have given their consent under the Data Protection Act 1998 (the 'Act') for Arval UK Ltd to make credit reference searches and maintain records of the same and for their details to be processed in accordance with the Act.

4. Financial Details

As with other fuel accounts, financial statements or an up front security may be required for credit purposes. All information received will be held in the strictest confidence.

5. Card Delivery Details (If different from Section 1)

Title First Name
 Surname
 Address
 Postcode
 Tel. Fax

Company name to be embossed on all fuel cards (27 characters max.)

Please provide embossing and invoice centre details on enclosed FORM A if applicable (section 13).

6. Purchase Details

Which fuel payment method does your company currently use? (If you use more than one method, please tick all those applicable)

Pay and Reclaim Company Credit Card Fuel Card
 Other (please specify)

Average Total Weekly Fuel Spend £ How many of your drivers receive free fuel benefit?

Number of cards required;

Fleetwide 4 - Roadside, Home Start, Relay Fleetwide 3 - Roadside, Home Start, Relay, Relay Plus

Are you a current AA fleet breakdown customer? (Please tick) Yes No

If Yes please advise account numbers (if known)

Do you currently take any other Arval products? (Please tick) Yes No

If Yes please advise account numbers (if known)

7. Spend Authorisation

A transaction spend limit set for each vehicle or driver in advance, is embossed on the front of the corresponding card. Authorisation will be requested from your company for vehicle servicing over the limit and all other products and services purchased with the card, regardless of cost, except fuel, oil, breakdown and windscreens.

Do you wish to set one limit for all cards? Yes No

If Yes, please complete the limit required eg. £100, £150, £1,000 up to £9999 maximum.

Transaction Spend Limit £

If No, please complete the spend limit against each vehicle registration number or driver name on the attached card request form.

8. Short Term Car Rental

Company Account Number

To utilise the benefits of the car hire service please complete the following;

Insurance - Please indicate your insurance requirements for all bookings

Company's own insurance Insurance cover is provided by your own company insurance.
Important: Please attach a copy of your current certificate of insurance if you take this option.

Collision Damage waiver CDW is the hire company's own insurance and is compulsory if not using your own cover as above. An additional cost is incurred and drivers must be over 21 and have held a valid driving licence for at least 12 months.

Customer Reference

Should a customer reference number (purchase number or other reference number) be captured for each booking Yes No

If Yes, please specify the format this reference will take
e.g. A9999AAA where cap A is any letter and 9 is any digit from 0-9

Please note; if a format is not specified then it will not be possible to check if a quoted customer reference number conforms to a particular format.

Vehicle Type - Please indicate the type of hire.

Equivalent Vehicle (driver with 1.6 receives a 1.6) Downgrade Vehicle to X/X cc (eg group B/1400cc)

Parking fines in respect of hired vehicle will be sent to your company for payment

Signed Date
Tel.

Name (BLOCK CAPITALS)

9. Marketing

The AA group of companies (including the Automobile Association Personal Finance Limited) ("we") will use your information to provide the product(s) and service(s) requested and for customer services, marketing (including customer profiling), and fraud/loss prevention purposes. We may share your information with our agents and service providers for these purposes. For more details about how we use your information please see the "Using Your Personal Information" section of your Terms and Conditions booklet or write to the Data Protection Manager at The Automobile Association, Fanum House, Basing View, Basingstoke, RG21 4EA, who can also provide you with a list of the companies within the Acromas group.

We would like to keep you informed about other products and services provided by us or our business partners. If you DO NOT wish to hear about such products and services please tick this box.

10. Billing Requirements

Tick the box to indicate your preferred arrangements for billing

Billing frequency: Weekly Credit period 7 days 14 days

Electronic Invoice Options

Transaction Summary via Email Email Address
 Code TSEB Proposed Start Date

11. Authorisation

The Company hereby applies to contract with Arval UK Ltd and Automobile Association Insurance Services for AA Fleet Advantage. The Company undertakes that the information given in connection with this application is true and complete. The Company consents to Arval UK Ltd making such enquiries as it shall consider necessary regarding this application and accepts that Arval UK Ltd reserves the right in its absolute discretion to reject this application without being required to state reason. If the application is accepted, the Company agrees to be bound by the Terms and Conditions of Use enclosed.

I have read and agree to the Arval UK Ltd Terms and Conditions and the information within the enclosed booklet (section 14)

I have read and agree to the AA Terms and Conditions and the information within the enclosed booklet (section 15)

Authorised Signature

(on behalf of the account holder)

Date Title

First Name Surname

Job Title/Dept. Co. Name
("Account Holder")

Office Use Only

DD <input type="checkbox"/>	Security £ <input type="text"/>
Credit Limit <input type="text"/>	Account Status <input type="text"/>
Approval Date <input type="text"/>	Account Number <input type="text"/>
Application Checked By <input type="text"/>	Payment Terms <input type="text"/>
Accept <input type="checkbox"/>	Reject <input type="checkbox"/>
Date (dd/mm/yyyy) <input type="text"/>	Comments <input type="text"/>
CC Authority <input type="text"/>	Credit Sign Off <input type="text"/>

Card Requirements	Number of cards	Annual Subscription per card	Monthly cost per card
Fleetwide 4	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fleetwide 3	<input type="text"/>	<input type="text"/>	<input type="text"/>

12. Instructions To Your Bank or Building Society To Pay By Direct Debit

Please fill in the whole form using a ballpoint pen and send it to:

ARVAL UK LTD
PD45
Windmill Hill
Swindon
SN5 6PE



Service User Number

Reference No. - office use only

Name(s) of Account Holder(s)

Bank/Building Society account number

Branch Sort Code

Name and full postal address of your bank or building society

To: The Manager Bank or building society:

Address

Postcode

Instructions to your Bank or Building Society

Please pay Arval UK Ltd. direct debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee.

I understand that this instruction may remain with Arval UK Ltd and if so, details will be passed electronically to my bank/building society.

Signature(s)

Print Name

Date

Print Name

Date

Banks and building societies may not accept direct debit instructions for some types of account. Please return this form once completed and signed by an authorised signatory with your application form

AA Fleet Advantage

New Card Request Form / Card Embossing Form



13. FORM - A Use this ONLY when ordering new cards

Company Name
(max 27 characters can be embossed)

Account Number

Requestors Name

Telephone Number

Email Address

Date (dd/mm/yyyy)

Card Type	Invoice Centre	Cost Centre			Vehicle Reg. Number	Transaction Spend Limit (Optional)
		Division	Sub-Division	Branch		

Fleet Advantage Card Type	Code
Fleetwide 4 - Roadside, Home Start, Relay	FW4
Fleetwide 3 - Roadside, Home Start, Relay, Relay Plus	FW3

For Office Use Only

Keyed by

Date

14. AA Fleet Advantage Card Terms and Conditions PLEASE RETURN WITH APPLICATION FORM

Introduction

AA Fleet Advantage consists of two separate contracts:

(i) A contract with Arval UK Ltd for the provision of payment facilities for fuel and oil, vehicle related goods, tyres, batteries, exhausts and windscreen replacements, vehicle servicing, repairs, maintenance services and car hire.

(ii) A contract with Automobile Association Insurance Services Limited, Automobile Association Limited and Acromas Insurance Services Limited for the provision of breakdown cover.

This booklet sets out the terms of these contracts.

Fleet Advantage Payment Card Terms and Conditions of Uses

DEFINITIONS

Agreement	This agreement between you and us, including the application form.
Anniversary	The date 12 months after the start date of this agreement, and the same date every year after that.
Cards	A fuel card , a maintenance card or a fuel and maintenance card or other payment method we have issued.
Card charge	A yearly charge (plus VAT) that we charge you for each card .
Card holder	The person you authorise to use the card .
Consequential losses	Losses that are not a direct result of anyone breaking any of the terms of this agreement.
Franchised outlets	Suppliers who are acting as our authorised selling agents and who hold franchise agreements with us or any of our associated companies.
Goods and services	Goods and services you can buy using the card including petrol, diesel, liquefied petroleum gas, engine oil, vehicle-related goods, tyres, batteries, exhausts, windscreen replacements, vehicle servicing, repairs, maintenance services, vehicle breakdown recovery, car hire and other services we may include from time to time.
We, us, our	Arval UK Ltd.
You, your	The account holder set out in this agreement.

1. AUTHORISATION

By signing your **card** or using it **you** agree to keep to these conditions. It also means that **you** agree to pay **us** for any **goods and services our franchised outlets** supply to **you** or to the **card** holder.

2. USING THE CARD

The **card** is valid until its expiry date or until **you** or **we** cancel it, whichever happens earlier. Only **you** and the **card** holder can use the **card**.

You must make sure that the **card** holder signs their name or writes their vehicle registration number on the back of the **card** (or does both) to prevent unauthorised use which **you** will be liable for. The **card** holder must present the **card** at the franchised outlet before they buy **goods and services** so that the franchised outlet is aware that they are about to make a sale as an agent for **us**.

The **card** holder must make sure that the correct vehicle registration number and mileage has been recorded on a voucher for each purchase. If they do not do this or if they do not meet any other condition of this agreement, **you** are still responsible for any **goods and services** supplied to **you**, to the **card** holder or to another person, with or without your approval.

3. CARDS

Each **card** will show your name and the expiry date. The **card** may also show the **card** holder's name, the registration number of the vehicle it is used for, **our** phone number, your phone number and the maximum amount (including VAT) the **card** holder can spend on **goods and services** in any one use without first getting **our** or your authorisation. If the signature panel on the back of the **card** is marked or is not filled in correctly, a franchised outlet may confiscate the **card**. **We** may charge a fee for issuing replacement **cards**. **Franchised outlets** may also refuse to accept the **card** if it is not being used in line with the conditions that **we** agree with **franchised outlets**.

4. ACCOUNTS

Each week (or other period **we** have agreed with **you** in writing) **we** will send **you** an invoice showing all purchases made using the **card**, less any credits or refunds. **You** must pay the invoice in full, by direct debit, within 14 days (or other period **we** have agreed with **you** in writing) of the date of the invoice (the payment due date). If **you** do not pay any amount by the payment due date **we** will charge interest at a rate of 3% over the National Westminster Bank Plc base rate.

We work out interest on a day-to-day basis on any amount outstanding on the payment due date until **you** pay the invoice in full. **We** will continue to charge interest until **you** have paid the amount due, whether or not the **agreement** has ended or a court judgement has been made. If any amount is still unpaid more than five weeks after the payment due date, **we** may cancel any or all of your **cards** and end this **agreement** (clause 9 of this **agreement** applies to any **cards** that **we** cancel). **We** may charge **you** an administration fee if **we** do not receive a payment because there is not enough money in your account to cover the direct debit or because **you**

have cancelled the direct debit.

We may also charge a fee for any copies of invoices or sales vouchers **you** ask **us** to send **you** for transactions dating back more than three months. However, **we** do not have to give **you** information about transactions dating back more than six months.

5. PAYMENTS

We will use your payments and any credits or refunds **you** are entitled to first to pay off any interest **you** owe **us** and second to reduce any amounts **you** owe. If **you** make a claim against any franchised outlet or other supplier in relation to goods or services they have supplied to **you** or the **card** holder, **you** cannot take the amount of your claim from any money **you** owe **us** or claim it back from **us**. Also, **we** will not pay **you** directly for any amounts **you** are claiming from any franchised outlet or other supplier.

6. BREACH

If **we** find that **you** have given **us** false or incomplete information, or that **you** have broken any of the conditions in this **agreement**, **we** will demand that **you** pay **us** any money **you** owe **us** immediately. By doing this **we** will not lose any of **our** rights under clause 9 of this **agreement**.

7. LOST OR STOLEN CARDS AND UNAUTHORISED USE

If your **card** is lost or stolen, or someone who is not (or is no longer) authorised to use your **card** has it, **you** must phone **us** immediately and also tell **us** in writing by fax, e-mail or post within 48 hours of phoning **us**. (Please see clause 16 for **our** contact details).

Where **we** receive written details within 48 hours, **you** will not be responsible for any purchases made using that **card** from the date **you** phoned **us**. If **you** do not contact **us** in writing within 48 hours, **you** will be responsible for all purchases made with that **card** until **we** receive written notification. Once **you** have told **us** in writing about the loss, theft or unauthorised use of the **card**, and as long as **you** follow this clause in full and have met all of your obligations in this **agreement**, **you** will not be responsible for any new purchases made with that **card** by anyone other than **you** or a **card** holder.

You should tell **us** all **you** know about the circumstances of the loss or theft and take all reasonable steps to help to get the missing **card** back. This includes contacting the police and getting a crime reference number and giving that to **us**. **You** must also make sure that anyone who is no longer authorised to use a **card** does not keep their **card**.

14. AA Fleet Advantage Card Terms and Conditions PLEASE RETURN WITH APPLICATION FORM

Fleet Advantage Payment Card Terms and Conditions of Uses Continued

8. NOTICE

You must tell us immediately in writing if your name, address or bank details change. We will assume that any information we send by pre-paid post to the address we currently hold for you will reach you the day after we post it (not including Sundays or bank holidays).

9. CANCELLING CARDS AND CHANGING THIS AGREEMENT

All cards remain our property. We may, at any time, cancel any card, refuse to issue a new or replacement card, or end this agreement by sending you written notice. If we cancel your card or end this agreement, this will take effect immediately and you must return every card to us straight away. If you write to us asking us to cancel a card or where we cancel any card, we may ask you to cut it in half for security reasons and return it to us. If you do not return the cancelled card, you will still be responsible for any purchases made with that card.

If you cancel a card or end this agreement, in line with this or any other clause in this agreement, you are still responsible for any purchases made with the card except for a card you have reported to us as lost or stolen, or a card that we agree to treat as lost or stolen. We may charge you an administration fee for treating the card as lost or stolen. If you use a card after it has been cancelled, we may charge you an administration fee and any costs associated with getting the cancelled card back. We may also charge you for any rewards we pay to franchised outlets for getting back cards which you ask us to cancel and which we agree to treat as lost or stolen.

If we write to you with details of any changes to this agreement and you or the card holder use the card, this shows that you accept those changes.

We will write to tell you about different terms and charges which will be applicable if we adopt chip and pin technology and issue new cards to you.

10. CARD CHARGE

Every year, we make a card charge on each card we issue. We may change the card charge at any time by telling you on your invoice. Any new card charge that we tell you about will be valid from the following anniversary of this agreement and we will charge you for any amounts due.

When we work out the card charge, we assume that all of your cards are used. If any of your cards are not used, or are used less than we thought they would be, we may work out an amended card charge based on the cards that are actually being used and apply that card charge to all of your cards, regardless of whether they are used. In this case, the amended card charge will apply from the start of this agreement.

11. EXCLUSIONS AND LIMITS

This agreement includes everything we are responsible or liable for. If something is not clearly mentioned in this agreement, we do not accept responsibility or liability for it. Also, we do not accept responsibility or liability for any obligations that are expressed or implied unless the law says that we cannot exclude responsibility for such obligations.

Our total responsibility for goods and services you buy from us at franchised outlets is limited to the amount we can claim back from them, which we will then pass on to you.

We are not responsible to you, and you are not responsible to us, for any loss of profits or goodwill or any other indirect or consequential losses resulting from anyone breaking any of the terms of this agreement. We cannot accept any liability that relates to the accuracy of, or using, the mileage capture system.

12. AGENCY, TRANSFER, CHANGE OF CONTROL AND SUBSIDIARIES

We may transfer all of our rights and responsibilities under this agreement. This may include the right to collect any debt you owe us. If we transfer our rights and obligations under this agreement to a third party, they will charge you a reasonable administration fee for collecting any outstanding debt. The third party will use the account details (your personal information or information about you) to help them to collect the debt.

The third party will keep this information and use it to help other users of its services to make decisions about supplying future services to you. To help us carry out this agreement, we may also appoint an agent who may be any other company in the Arval group or anyone else who agrees to be our agent. This agent will be entitled to use any of our rights under this agreement. You must not transfer this agreement without our written permission.

If there is a change in ownership of more than 50% of your shares or a change in control of your organisation, or if your business changes significantly at any time during this agreement, we have the right to end this agreement immediately, and all of our responsibilities in it will end.

If we agree, we may issue cards to one of your subsidiary companies, which will then become your representative for the purpose of this agreement. This makes you and the subsidiary company jointly and separately responsible for keeping to the terms of this agreement.

13. THIS AGREEMENT

We will tell you about any alterations to the terms set out in this agreement. If we transfer this agreement to another person or organisation, its terms will still apply to you. Although we may vary this agreement at any time, it contains all of the terms and conditions that will apply to how we supply the goods and services to you. This agreement replaces any earlier written or oral agreement. We can delay enforcing, or choose not to enforce, our rights under the agreement without losing them.

14. CREDIT CHECKS AND MARKETING

We, or a third party, may make, or ask our agents to make regular credit checks on you. This will involve giving information about you to licensed credit reference agencies. Occasionally we may use the information you give us to let you know about the goods and services you can use your card for. We will also tell you about offers and other services that our group of companies provides.

15. THIS AGREEMENT IS ONLY GOVERNED BY ENGLISH LAW.

16. CONTACT DETAILS

You can contact us in the following ways:

By post: Arval UK Limited
PD 05
Arval Centre
Windmill Hill
Swindon
SN5 6PE

By phone: 0870 902 0645 (8am to 5.15pm, Monday to Friday not including bank holidays) or 0870 419 4321

(at all other times)

By fax: 0870 842 3255

By email: fuel.team@arval.co.uk

We may monitor and record phone calls. We do this so we can check what was said and also to help train our staff.

Cards are managed by Arval UK Ltd, Arval Centre, Windmill Hill, Swindon, Wiltshire SN5 6PE. Registered number 1073098 England and Wales.



THE DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all banks and building societies that accept instructions to pay by Direct Debit.
- If there are any changes to the amount, date or frequency of your Direct Debit ARVAL UK LTD will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request ARVAL UK LTD to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made by ARVAL UK LTD or your bank or building society, you are entitled a full and immediate refund of the amount paid from your bank or building society - If you receive a refund you are not entitled to, you must pay it back when ARVAL UK LTD asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

15. AA Fleet Advantage Breakdown Cover

PLEASE RETURN WITH APPLICATION FORM

This part of the booklet sets out the Terms and Conditions of your contract under which You are eligible to receive certain Breakdown Assistance Services. Roadside, Home Start and Relay are provided by The Automobile Association Limited, which is an insurer exempt from authorisation under the Financial Services and Markets Act 2000. Relay Plus, if applicable to your cover, is underwritten by Acromas Insurance Company Limited.

Welcome to the AA

A warm welcome to the AA and thank you for choosing AA Fleet Advantage Breakdown Cover. The AA's Breakdown Service is available 24 hours a day, 365 days la year. As the UK's largest motoring organisation the AA deals with around 3.5 million breakdowns each year throughout the UK, Channel Islands and the Isle of Man.

This part of the booklet is split into 2 parts and sets out the Terms & Conditions of the contracts that make up your AA Fleet Advantage Breakdown Cover:

- 1 - AA Fleet Advantage Breakdown Cover Policy; and
- 2 - AA Fleet Advantage Breakdown Cover Arrangement and Administration Contract.

These Terms & Conditions are valid for UK customers joining or renewing on or after **1st January 2010**. Please read this booklet carefully and keep it in a safe place as any use of your AA Fleet Advantage Breakdown Cover is subject to these Terms & Conditions. Please note that whilst most of the Terms & Conditions relating to Breakdown Cover apply to all UK customers, there are some variations depending on the type of cover you have purchased. To understand which of the Terms & Conditions apply to your particular AA Fleet Advantage Breakdown Cover, please make sure you are aware of the type of cover you hold. Your type of cover will be detailed in the accompanying letter or advised to you in writing separately and this will confirm the level of breakdown cover you hold (which determines the extent of service you receive).

AA Fleet Advantage Breakdown Cover can involve you contracting with two insurers for your breakdown cover: Roadside Assistance, Home Start and Relay are provided by The Automobile Association Limited and Relay Plus is provided by Acromas Insurance Company Limited (AICL). The Terms & Conditions of Breakdown Cover are set out in the "AA Fleet Advantage Breakdown Cover Policy" part of this booklet.

AA Fleet Advantage Breakdown Cover also involves a separate contract between you and us (Automobile Association Insurance Services Limited) under which we agree to arrange and administer your AA Fleet Advantage Breakdown Cover (see the "AA Fleet Advantage Breakdown Cover Arrangement and Administration Contract" part of this booklet).

Contents

PART 1: AA Fleet Advantage Breakdown Cover Policy - Your Contract with the Insurer (s)

Policy Summary	12
Your AA Fleet Advantage Breakdown Cover Policy in full	
If you require Breakdown Assistance	13
Where cover is available	13
How to contact the AA	13
How the AA will identify you are entitled to the service	13
Compliments and complaints	13
Definition of words and phrases used in this Policy	13

About AA Breakdown Cover

Services available	14
Types of cover	14
Duration of cover	14
Vehicle specifications	14
Transportation of Animals	14

Service Descriptions – What is covered and what is not covered

Roadside Assistance	14
Home Start	15
Relay	15
Relay Plus	15

General Terms & Conditions

General exclusions	15
General rights to refuse service	16
Additional services	16
Use of agents	16
Requests for assistance	16
Emergency nature of breakdown service	16
Cancellation of AA Fleet Advantage Breakdown Cover	16
Autorenewal	17
Changes to Terms & Conditions	17
Changes to Your Details	17
Matters outside the AA's reasonable control	17
Exclusions of liability for loss of profit etc	17
Enforcement of Terms & Conditions	17
Use of headings	17
Interpretation: use of English law & language	17

PART 2: AA Fleet Advantage Breakdown Cover Arrangement and Administration Contract – your Contract with AAIS:

Who regulates AAIS?	18
Which companies does AAIS deal with?	18
What services does AAIS provide?	18
What will you have to pay for services provided by AAIS?	18
Changes to Terms & Conditions	18
Matters outside AAIS's reasonable control	18
Exclusion of liability for loss of profit etc	18
Third parties	18
Interpretation: use of English law & language	18
What to do if you have a complaint	18
Is AAIS covered by the Financial Services Compensation Scheme (FSCS)?	19
Use of headings	19
Use of your Personal Information	19
AA Company Details	19

AA Fleet Advantage Policy Summary

PLEASE RETURN WITH APPLICATION FORM

keyfacts[®]

AA Fleet Advantage Breakdown Cover

This policy summary provides you with basic details of your AA Fleet Advantage Breakdown Cover. AA Fleet Advantage Breakdown Cover provides a number of levels of Breakdown Assistance which are outlined in the summary below – please check the letter provided to you or with your sales advisor for details of the level of cover you hold.

Please note this is not a statement of the full Terms & Conditions, which are detailed later in this booklet.

1. Who is AA Fleet Advantage Breakdown Cover provided by?

- Roadside, Relay, Recovery and Home Start are provided by The Automobile Association Limited (AAL).
- Relay Plus is underwritten by Acromas Insurance Company Limited (AICL).

2. Who is covered by AA Fleet Advantage Breakdown Cover?

- AA Fleet Advantage Breakdown Cover is vehicle - based breakdown cover so covers your vehicle(s) no matter who is driving.

3. What are the main features/benefits of AA Fleet Advantage Breakdown Cover?

Service	Benefit
Roadside Assistance	Assistance at the roadside if you are broken down more than 1/4 mile from home. Tow to the AA's choice of relevant local repairer, for you, your vehicle and up to 7 passengers if the AA is unable to fix your vehicle at the roadside
Home Start	Provides the benefits outlined under 'Roadside Assistance', if you break down at or within 1/4 mile from home.
Relay	Recovery to any single UK destination of your choice if the AA is unable to fix your car at the roadside or arrange a prompt local repair.
Relay Plus	Choice of onward travel options if the AA is unable to fix your car at the roadside or arrange a prompt local repair. Options include replacement vehicle for up to 48 hours, public transport costs or overnight accommodation

4. Are there any significant exclusions or limitations to AA Fleet Advantage Breakdown cover?

Full details of the restrictions which apply to AA Fleet Advantage Breakdown Cover can be found further on in this Booklet, however the key restrictions are:

Where cover is available (page 13):

- Service is only available within Great Britain, Northern Ireland, Channel Islands or the Isle of Man.
- Vehicle specifications (see page 14)
- Service is only available for cars, vans, minibuses or motorcycles which comply with the stated max weight restriction of 3.5 tonnes, and max width restriction of 7ft 6in (2.3m).

General Terms and Conditions (see pages 15-17):

- Assistance is not available following a breakdown or accident attended by the police or other emergency service, until the vehicle's removal is authorised. If the police insist on recovery by a third party, the cost must be met by you;
- No recovery (including a local tow) is available following an accident.
- Transport of any animal is discretionary, and horses and livestock will not be recovered;
- Routine maintenance, running repairs, the cost of spare parts, fuel, oil, keys, specialist lifting equipment, garage or other labour required to repair your vehicle are excluded, as is the provision of service on private property without the relevant permission;
- Service is discretionary where it is requested to deal with the same or a similar fault or cause of breakdown to that attended in regard to the same vehicle within the preceding 28 days;
- Service is only available to vehicles which are registered with the AA at the time assistance is requested;
- The Driver must be with the vehicle at the times of breakdown and assistance. A valid Fleet Advantage card and some other form of identification must be produced.
- Service will be refused and may be cancelled if anyone behaves in an abusive or threatening manner, or if the AA is owed money.

Replacement vehicle (see page 15):

- Any vehicle hire that may be arranged for you will be subject to the hirer's Terms & Conditions.

5. How long is AA Fleet Advantage Breakdown Cover valid for?

The duration of your AA Fleet Advantage Breakdown Cover is 12 months.

6. What if I want to cancel AA Fleet Advantage Breakdown Cover?

You have the right to cancel your AA Fleet Advantage Breakdown Cover within a 14 day 'cooling off period', commencing either from the agreement of the contract, or the receipt of your policy documents, whichever happens later. The following refund policy will apply for customers cancelling within the cooling off period:

- If you joined already requiring assistance you will be entitled to a full refund minus the AA's charges for assistance provided.
- If you were not in a breakdown situation when you joined you will receive a full refund less the cancellation administration charge that Automobile Association Insurance Services Limited make.
- Subject to any other statutory rights you may have, there will be no refunds following the cooling off period.

Full details of your cancellation rights can be found on page 16 of this booklet.

7. What if I need to make a call out?

If you require breakdown assistance in the UK, please call the relevant number on the back cover of this booklet. You will need to provide your registration number, account number, and details of your circumstances. Please be prepared to show your Fleet Advantage card.

8. What if I need to make a complaint?

If you wish to register a complaint, please make contact:

By phone: 0870 608 0277
 Business Support,
 AA Business Services,
 Swallowfield One,
 Wolverhampton Road,
 Oldbury, West Midlands
 B69 2AG.
 By email: fleetcustomers@theAA.com

If your complaint is about cover underwritten by AICL and it is not settled, you may be entitled to refer it to the Financial Ombudsman Service, at Insurance Division Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Telephone: 0845 080 1800 or
 email: complaintinfo@financialombudsman.org.uk

9. Is AA Fleet Advantage Breakdown Cover covered by the Financial Services Compensation scheme (FSCS)?

Acromas Insurance Company Limited (AICL), only, is covered by the FSCS. If any of the cover you have purchased is underwritten by AICL, 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. Further information about the compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone 020 7892 7300

AA Fleet Advantage Breakdown Cover - Your contract with the Insurer(s)

PLEASE RETURN WITH APPLICATION FORM

Your AA Fleet Advantage Breakdown Cover Policy in full

If you require Breakdown Assistance

Where cover is available:

Fleet Advantage Breakdown Cover detailed in this Policy only applies when the Covered Vehicle first becomes stranded in the United Kingdom.

How to contact the AA:

If the Covered Vehicle has broken down and requires assistance, please contact the AA on the telephone numbers provided on the back cover of this booklet. It is important that You contact the AA because if You contact a garage direct You will have to settle the bill and the AA will not be obliged to reimburse You.

How the AA will identify that You are entitled to assistance:

The Driver will require the AA Fleet Advantage card to access service. Please note that the AA is entitled to assume that anyone driving or travelling in the Covered Vehicle is authorised by the customer to request assistance for that vehicle. You must make all Drivers aware of the terms of Your AA Fleet Advantage Breakdown Cover and must give the Drivers copies of the breakdown information supplied by the AA in conjunction with the Fleet Advantage cards.

When the Driver contacts the AA for assistance she/he will be asked to show the Fleet Advantage card to ensure that only those customers entitled receive service. If assistance is required please be prepared to show this card.

If a valid Fleet Advantage card cannot be produced, the AA reserves the right to refuse service. For further details please refer to General Terms and Conditions, clause 3f, page 16.

Please also note that You should advise Arval UK Ltd immediately of any changes to contact name, company address and vehicle registration numbers. Please refer to General Terms and Conditions, clause 14, page 17.

If you're not an AA customer or don't hold the relevant level of cover:

If You are not entitled to any AA breakdown assistance services or You are not, at the time of the breakdown, entitled to the particular assistance service(s) You require, the AA may still be prepared to provide the required assistance. However, if so, in addition to paying the usual premium for the relevant AA Fleet Advantage Breakdown Cover, a supplementary premium will be payable. In addition, if You have broken down and require, but don't have, Relay (and the AA is prepared to upgrade Your AA Fleet Advantage Breakdown Cover to include this) the AA is entitled to limit the distance of the recovery under Relay on this occasion to a 'short tow'. The maximum mileage will be notified to You when You request assistance and You will be charged for any recovery provided in excess of this mileage.

If you are provided with breakdown assistance service(s) but subsequently default in making payment for your AA Fleet Advantage Breakdown Cover

Subject to any statutory rights you may have, if the AA provides breakdown assistance services under your AA Fleet Advantage Breakdown Cover, at your request or at the request of someone who the AA reasonably believes is entitled to request assistance under your AA

Fleet Advantage Breakdown Cover, and subsequently it becomes apparent that you have not paid for your AA Fleet Advantage Breakdown Cover then the AA will be entitled to charge you for the services actually provided.

Compliments and complaints

If you have a compliment or complaint about Your AA Fleet Advantage Breakdown Cover the AA really wants to hear from you. The AA welcome your comments as they provide the opportunity to put things right and to improve the service provided to its Members.

Phone: 0870 608 0277 (Mon-Fri 9am-5pm)

Text phone: 0800 32 82 810

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

Email: fleetcustomers@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 Relay Plus You are still not satisfied after You have received a full response, or after eight weeks have passed, You may be eligible to contact the Financial Ombudsman.

Phone: 0845 080 1800

Or write to:
The Financial Ombudsman
Insurance Division
Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR

Email: complaint.info@financialombudsman.org.uk

However, please note that businesses with an annual group turnover of £1 million or more, charities with annual income of £1 million or more, or trusts with a net asset value of £1 million or more are not eligible to make a complaint to the Financial Ombudsman Service. Full details of eligibility for the Financial Ombudsman Service can be found at: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS) for AA Fleet Advantage Breakdown Cover: Relay Plus, which is provided by Acromas Insurance Company Limited (AICL), is covered by the FSCS. If you have purchased Relay Plus you may be entitled to compensation from the scheme if AICL cannot meet its obligations in relation to that cover. This depends on the type of business and the circumstances of the claim. General insurance provided by a regulated insurer such as AICL is covered for 90% of the claim, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or 020 7892 7300. 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)).

Full details of eligibility for the Financial Services Compensation Scheme can be found at: www.fscs.org.uk

Please note that Roadside, Relay and Home Start are provided by The Automobile Association Limited and this company does not fall within the FSCS.

Definition of words and phrases used in this Policy

'AA'	means the relevant insurer of the AA Fleet Advantage Breakdown Cover being The Automobile Association Limited for Roadside Assistance, Relay and Home Start and Acromas Insurance Company Limited for Relay Plus, or either or both of those insurers, as the context requires or allows.
'AAIS'	means Automobile Association Insurance Services Limited.
'AA Fleet Advantage Breakdown Cover'	means Fleetwide 3 or Fleetwide 4 cover.
'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 its 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.
'Covered Vehicle' / 'Your Vehicle'	means a vehicle operated by You and listed in Your joining or renewal letter as being included in Your AA Fleet Advantage Breakdown Cover.
'Home Address'	means the address which the AA has recorded as the registered address of the Covered Vehicle at the time of the relevant breakdown or accident.
'Driver'	means the Driver of the Covered Vehicle at the time of the breakdown or accident.
'Premium'	means the premium You pay for Your AA Fleet Advantage Breakdown Cover.
'Subscription Year(s)'	means the period(s) of 12 months commencing from the start of Your AA Fleet Advantage Breakdown Cover or from any anniversary of the start of that cover.
'UK'	means Great Britain, Northern Ireland, Channel Islands and the Isle of Man.
'Vehicle Restrictions'	means the Vehicle Restrictions set out below.
'Customer' 'You' and 'Yours'	means the individual, company or other organisation who has purchased AA Fleet Advantage Breakdown Cover and, if the context requires, includes reference to the Driver driving the Covered Vehicle with Your consent.
'Your Cover'	means Your policy for AA Fleet Advantage Breakdown Cover, as described in these Terms and Conditions

AA Fleet Advantage Terms and Conditions

PLEASE RETURN WITH APPLICATION FORM

About AA Breakdown Cover

This section details the different kinds of cover that are available under AA Fleet Advantage Breakdown Cover. The cover You hold will be detailed on Your breakdown cards, or if changes are made these will be confirmed separately to You in writing.

Services available

The AA offers a number of breakdown assistance services which can be purchased as part of AA Fleet Advantage Breakdown Cover. These include:



Roadside Assistance

– this is the minimum level of cover and provides roadside assistance throughout the UK, 24 hours a day, every day of the year. The AA's number one aim is to fix the Covered Vehicle, but if it cannot be fixed it will be taken to the AA's choice of relevant local repairer. Please refer to page 14 for full details.



Home Start

– provides all the benefits of Roadside Assistance at the Covered Vehicle's home address. Please refer to page 15 for full details.



Relay

– recovery to a single UK destination of the Driver's choice if the AA is unable to fix the Covered Vehicle at the roadside or arrange a prompt local repair. This means the Driver can choose to be taken home, to their destination or anywhere else in the UK, regardless of how far this may be. Please refer to page 15 for full details.



Relay Plus -

– if the Covered Vehicle has broken down and the AA cannot arrange a prompt local repair, Relay Plus provides alternative travel options. You could choose from a replacement car for up to 48 hours, public transport costs or overnight. Please refer to page 15 for full details.

Please note that AA Fleet Advantage Breakdown Cover will not be active until 24 hours from the time of purchase.

Types of cover

AA Fleet Advantage Breakdown Cover provides cover for Covered Vehicles regardless of who is driving. It is available in a number of packages which are outlined below.

Cover Type	Roadside	Home Start	Relay	Relay Plus
Fleetwide 3	✓	✓	✓	✓
Fleetwide 4	✓	✓	✓	n/a

Duration of cover

AA Fleet Advantage Breakdown Cover is for 12 months and paid for in a single Premium. Please see further details on cancellation, page 16.

Vehicle specifications

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.

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, subject to the dimensions falling within the above limits.

AA Fleet Advantage Breakdown Cover is only available for vehicles that have been registered with the AA for 24 hours at the time assistance has been requested.

Transportation of Animals

Please note that horses or livestock will not be recovered and the recovery of any animal is at the AA's discretion. See General Terms and Conditions, clause 1m, page 14.

Service Descriptions – What is covered and what is not covered

Roadside Assistance

Provided by The Automobile Association Limited

What is covered:

- Roadside Assistance is available if the Covered Vehicle is stranded on the highway more than a quarter of a mile from the Home Address following a breakdown or accident;

- If, following a breakdown, a patrol or appointed agent cannot fix the Covered Vehicle within a reasonable time, it will be taken to the AA's choice of relevant local repairer or to a local destination of the Driver's choice, provided it is no further;
- The AA will make a telephone call at the Driver's 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 Fleet Advantage 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, fuel, oil, keys or other materials required to repair the Covered Vehicle or any supplier delivery 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 Fleet Advantage Breakdown Cover at the scene of the breakdown or accident;
- Any additional transport or other costs that might be incurred or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany the Covered Vehicle while it is being recovered;
- Routine maintenance and running repairs eg radios, interior light bulbs, heated rear windows;
- Any recovery or tow following an accident (see General Terms and Conditions, clause 2, page 16);
- Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the covered 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 the Driver;
- A second or subsequent recovery, after the Covered Vehicle has been recovered following a breakdown;
- All things excluded under General Terms and Conditions, pages 13-15.

Home Start

Provided by The Automobile Association Limited

What is covered:

- Relay is only available if it is included in Your package (see page 14); and if the Relay cover has been paid for 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 the Covered Vehicle, together with the Driver and up to a maximum of seven passengers to any single destination of the Driver's choice in the UK (see also General Terms and Conditions, clause 1g, page 15).

What is not covered:

- If You join already requiring Relay (Recovery) and the AA is prepared to provide Relay (Recovery) assistance for the breakdown concerned then, in addition to charging an increased Premium, the AA is entitled to limit the relevant recovery under Relay (Recovery) to the maximum mileage notified at the time the request for the relevant assistance was made and to charge for any recovery provided in excess of that mileage;
- Recovery of the Covered Vehicle if it is at or within a quarter of a mile or less of the Home Address.
- A second or subsequent recovery (e.g. the return journey from the Driver's chosen destination or following a further breakdown of the Covered Vehicle);
- Overnight accommodation, incidental expenses, transportation of passengers in excess of the maximum number or transportation of passengers who are not in the Covered Vehicle at the time of the breakdown (although the AA can assist with arranging such accommodation and transportation at the Driver's cost on request);
- All things excluded under 'Roadside Assistance – what is not covered', page 14.

Relay Plus

Underwritten by Acromas Insurance Company Limited

What is covered:

- Relay Plus is only available if it is included in Your package (see page 14); and if the Relay Plus cover has been paid for at least 24 hours before the breakdown occurred;
- Relay Plus is available if the Covered 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 Relay Plus may choose from either a replacement vehicle OR overnight accommodation OR public transport costs (see below for full details of what is covered under each benefit).

What is not covered:

- Relay Plus cannot be provided retrospectively except in exceptional circumstances that may be agreed by the AA at its discretion;
- Relay Plus is not available following an accident (see General Terms and Conditions, clause 2, (page 16)

Relay Plus 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 48 hours from an AA chosen supplier. Where possible, and unless the receipt of the hire vehicle is delayed at the Driver's 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, the Driver is responsible for arranging delivery direct with the relevant supplier. The AA may be prepared to assist in the making of these arrangements.

What is not covered:

- Other charges arising from the Driver's use of the hire vehicle, such as (without limitation) fuel costs, any insurance excess charges, and charges arising if the Driver keeps the vehicle for more than 48 hours;
- Replacement vehicles cannot be supplied with a tow bar, and therefore the Driver's caravan or trailer will have to, if eligible, be recovered under Relay with Your Vehicle.

Please note: Replacement cars are supplied to You/ the Driver by the AA's chosen suppliers. The vehicle hire agreement will be between You/ the Driver and the relevant supplier and will be subject to that supplier's Terms & 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 cash or credit card deposit eg for fuel;
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months.

OR

B: Public transport costs

The AA will reimburse reasonable 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 destination.

Claims should be made in writing and sent together with proofs of purchases and receipts to: the AA, Relay Plus Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA.

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.

Please note that any additional costs incurred during overnight accommodation such as other meals, drinks, telephone calls and newspapers are not included. You

General Terms and Conditions

General exclusions

- AA Fleet Advantage Breakdown Cover does not provide for:**
 - Any vehicle servicing or re-assembly for example**
For example, where this is required as a result of neglect or unsuccessful work on the Covered Vehicle (including, but not limited to, DIY vehicle maintenance) other than on the part of the AA or its agents;
 - Garage labour costs**
The cost of garage or other labour required to repair the Covered Vehicle, other than that provided by the AA or its agents at the scene of the breakdown or accident;
 - Fuel draining**
Any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. The AA will arrange for the Covered Vehicle to be taken to a local garage or another location of your choice (provided no further) but You will have to pay for any work carried out;
 - Failure to carry a serviceable spare**
Any additional charges resulting from Your failure to carry a legal and serviceable spare wheel(s) or tyre(s), 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;
 - Having Your Vehicle stored or guarded in Your absence;**
 - Vehicles on private property**
The provision of service when the Covered Vehicle is on private property eg garage premises, unless it can be established that the Driver has the permission of the owner or occupier;
 - Excess passengers**
The provision of service to any persons in excess of the number of seats fitted in the Covered Vehicle at the time of breakdown, or to anyone who was not travelling in the Covered 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;
 - Ferry, toll charges etc**
Any ferry, toll or congestion charges incurred in connection with the Covered Vehicle as a result of it being recovered;
 - Recovering vehicles from trade or auction**
The transportation of immobilised vehicles where the AA considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;
 - 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, body-glass or tyre specialist, should the AA consider this to be required. The AA will endeavour to arrange this help on Your/ the Driver's behalf, however it will not pay for these specialist services and any contract for services provided will be between You/ the Driver and the relevant specialist. If, in the AA's reasonable opinion, the Covered 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 Covered 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), if this is, in the view of the AA, required to provide assistance eg when a Vehicle has left the highway, is standing on soft ground or is stuck in snow or floodwater. In these instances the AA will arrange recovery but at Your cost. Once the Vehicle has been recovered to a suitable location, normal AA service will be provided, normal AA service will be provided.

m. Transporting animals

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

n. Participating 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'élégance' 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 Fleet Advantage Breakdown Cover does not provide for any vehicle recovery following an accident.

The AA may, if requested, be prepared to provide recovery following an accident but, if so, the person making the request 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, one of the Relay Plus services is required (and You have Relay Plus), the AA may, again, be prepared to arrange this 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 the Driver's responsibility to ensure that any requirements of the relevant motor insurer are properly complied with when making a claim under the relevant motor insurance policy.

General rights to refuse service

Please note: if a Customer is refused service by the AA the Customer has the right to request an explanation in writing (see 'Compliments and complaints' for Business Support 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 specialists costs

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 the Driver's responsibility to make sure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. 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

The Driver is not with the Covered Vehicle at the time of the breakdown and the Driver is unable to be present at the time assistance arrives;

c. Unsafe or unroadworthy vehicles

Where in the AA's reasonable opinion, the Covered Vehicle was, immediately before breakdown or accident, dangerous, overloaded, unroadworthy or could not otherwise have been lawfully used on the public highway;

d. Assisting where unsafe or unlawful

In the AA's reasonable opinion, and other than solely as a result of a failure on the part of the AA, the giving of service would involve a breach of the law (including, without in any way restricting the type of breach being referred to under this subclause, 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 Eligibility

Where the Driver cannot produce a valid entitlement 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 entitlement is held, the AA reserves the right to refuse service.

However if the Driver is unable to prove entitlement to 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 reasonable satisfaction that the relevant level of service entitlement was held at the time of the breakdown.

Any services provided under Relay Plus 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 Relay Plus was held at the time of the breakdown. Without prejudice to Your statutory rights, no refunds will be given if entitlement cannot be proved, or simply because Your Vehicle cannot be fixed at the roadside;

g. Unreasonable behaviour

The AA reasonably considers that You or the Driver: (i) or anyone accompanying you or the Driver, 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 or the Driver are entitled to services to which You or the Driver are not entitled; 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 o 22 n the AA's instruction.

Additional services

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

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

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

Emergency nature of breakdown service

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 AA Fleet Advantage Breakdown Cover

8. You have the right to cancel Your AA Fleet Advantage Breakdown Cover within a 14 day 'cooling off period', commencing either from the agreement of the contract (which is the renewal date for renewing AA Fleet Advantage Breakdown Cover) or the receipt of the relevant cover documents, whichever happens later. The following refund policy will apply for customers cancelling within the cooling off period:

a) if the Customer joined already requiring assistance, the Customer will receive a full refund of the total Premium paid less the AA's charges for assistance provided. The minimum charge for this assistance is £130, which excludes any additional recovery charges paid for excess mileage (see under 'Relay', 'what is not covered').

AA Fleet Advantage Terms and Conditions

PLEASE RETURN WITH APPLICATION FORM

b) if the Customer did not join already requiring assistance, the Customer will receive a full refund of the Premium less a pro-rata charge for the period on cover and an administration charge of £10. You (and any Drivers) must not, in any event, make further use of the cancelled AA Fleet Advantage Breakdown Cover. Please note that there will be no separate or additional cooling off period(s) during the Subscription Year, regardless of any changes that are made to the AA Fleet Advantage Breakdown Cover.

9. If You wish to cancel after the cooling off period has expired, subject to any other statutory rights You may have, there will be no refund of the Premium.

10. The AA shall have the right to cancel any AA Fleet Advantage Breakdown Cover Policy if:

- a) the AA has been entitled to refuse service under clause 3g, page 16.
- b) AA Fleet Advantage Breakdown Cover was taken out where the AA was, or is, entitled to cancel an existing or previous cover under sub paragraph a) or b) of this clause.
- c) You are late in paying any sum due to the AA;
- d) You become insolvent or bankrupt or subject to any similar event or process;

No refund of Premium shall be due following a cancellation under sub-clause a) and b). In the event that the AA cancels an AA Fleet Advantage Breakdown Cover Policy in accordance with subclause c), the AA shall give Customers a pro rata refund of the Premium based on the unexpired Cover at cancellation provided no service has been given.

10. Changes to Your Cover - Subject to the Vehicle Specifications, the payment of any additional Premiums due and any other limits imposed by the terms of Your AA Fleet Advantage Breakdown Cover, You may:

- (i) add new vehicles to Your AA Fleet Advantage Breakdown Cover;
- (ii) if You replace any of Your Covered Vehicles, add the replacement Vehicles to You

AA Fleet Advantage Breakdown Cover instead of the Covered Vehicle they replace;

- (iii) upgrade Your AA Fleet Advantage Breakdown Cover to another AA Fleet Advantage Breakdown Cover package

Please see General Exclusion (1) for details of when changes to Your AA Fleet Advantage Breakdown Cover take effect. The AA reserve the right to refuse to re-register any Vehicle which has previously been registered under Your AA Fleet Advantage Breakdown Cover in the same Subscription Year and to make administration charges if You request more than 3 changes in any Subscription Year

Autorenewal

12. AA Fleet Advantage Breakdown Cover will be automatically renewed at the end of each year. A reminder will be sent to advise of the cost of AA Fleet Advantage Breakdown Cover, and any changes to Terms and Conditions that will take effect at renewal. If You do not want to renew on this basis, You should notify the AA at least 7 days prior to renewal.

For information, this should be done by contacting AA Business Services on 0800 55 11 88 (option 1).

Please note that if you pay by Direct Debit and your account details change, we will approach your bank for, or receive from your bank updated details to help continue to provide the services you have requested.

Changes to Terms & Conditions

13. The AA is entitled to change any of the Terms and Conditions at renewal. The AA also reserves the right to make changes to these Terms and Conditions 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.

Changes to your Personal Details

14. Changes to Your details (including changes to Vehicle details) must be notified to the AA immediately. This must be done by contacting the AA on 0800 55 11 88 (option 1), by emailing fleetcustomers@theAA.com or by writing to: AA Business Services, Swallowfield One, Wolverhampton Road, Oldbury, West Midlands B69 2AG. Please note changes to Your details can only be made by the named contact(s) on Your account.

Matters outside the AA's reasonable control

15. 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, 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.

Exclusion of liability for loss of profit etc

16. 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) or any special, or indirect or consequential losses incurred as a result of or in connection

with any service, whether resulting from tort (including negligence or breach of statutory duty), breach of agreement or otherwise. For the avoidance of doubt, nothing in this clause or these Terms and Conditions shall exclude or restrict the AA's liability for negligence resulting in death or personal injury. You shall ensure that Your Drivers are aware of this and that this is a condition of receiving assistance.

Enforcement of Terms & Conditions

17. 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.

18. None of the Terms and Conditions, or benefits, of AA Fleet Advantage 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.

Use of headings

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

Interpretation: use of English law & language

20. AA Fleet Advantage 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 AA Fleet Advantage Breakdown Cover is the United Kingdom. The Terms and Conditions are written in English and all correspondence entered into shall be in English.

Part 2. AA Fleet Advantage Breakdown Cover Arrangement and Administration Contract – Your Contract with AAIS

AA Fleet Advantage Breakdown Cover and Administration Contract - Your Contract with AAIS

Set out below are the Terms and Conditions of your contract with Automobile Association Insurance Services Limited (“AAIS”) relating to AAIS’s arrangement and administration of your AA Fleet Advantage Breakdown Cover.

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 AA Fleet Advantage Breakdown Cover and your contract with AAIS will terminate simultaneously with the termination of the related AA Fleet Advantage Breakdown Cover (whatever the reason for such termination).

1. Who regulates AAIS?

AAIS is authorised and regulated by the Financial Services Authority (FSA). The FSA 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 FSA’s register by visiting their website www.fsa.gov.uk/register or by contacting 0845 606 1234. Our FSA registration number is 310562.

2. Which companies does AAIS deal with?

AAIS deals with The Automobile Association Limited which underwrites Roadside Assistance, Home Start and Relay, and Acromas Insurance Company Limited which underwrites Relay Plus. AAIS acts as an agent of these underwriters, when arranging payments or refunds of your premium. These are the only underwriters of breakdown assistance available through AAIS. AAIS may renew your cover to a different underwriter or notify you of a future change if the underwriter of AA products 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 cover: AAIS will provide you with information on the breakdown cover available from the insurer(s) under AA Fleet Advantage Breakdown Cover and will ask you some questions to help narrow down the level and type of that breakdown cover of interest to you. You will not receive advice or any recommendation on which level or type of breakdown cover to buy and you will need to make your own choice on which level and type of breakdown cover you require.

- Arranging breakdown cover. Once you decide what cover you require, AAIS will arrange this for you with the insurer(s), dealing with payment and issuing the relevant Fleet Advantage Breakdown Cover documentation and card(s).
- Administering breakdown cover: After arranging breakdown cover AAIS will administer it on your behalf, including supplying replacement Fleet Advantage Breakdown Cover documentation, keeping your Fleet Advantage Breakdown Cover records up to date, dealing with enquiries; changes to payment methods, renewals (including Autorenewal) of Fleet Advantage Breakdown Cover and cancellations (including refunds of premium on behalf of the insurer(s)).
- Making changes to breakdown cover: If during your Fleet Advantage Breakdown Cover you wish to change the type or level of cover AAIS will provide you with information to help you make your choice and will arrange any changes with the insurer(s), including dealing with any additional payments and issue any relevant Fleet Advantage Breakdown Cover documentation and card(s).
- If, during the currency of your AA Fleet Advantage Breakdown Cover, the relevant insurer wishes to alter the Terms & Conditions of Fleet Advantage Breakdown Cover, 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.

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 and when they are payable, will be advised in the contract, in the accompanying letter or separately in writing.

AAIS may charge an additional fee of up to two per cent of the transaction value if you pay by credit card (the ‘credit card charge’). You will be advised, in advance, if this fee will apply, and the amount payable. Subject to any statutory rights you may have as a consumer, AAIS will only refund its fees in the circumstances set out in the following AA Breakdown Cover Policy General Terms & Conditions:

- where premium is refunded under clause 3f, page 16; or
- where you cancel under clause 8a, page 16; or
- where you cancel under clause 8b, page 16 in which case any refund will be subject to AAIS making a cancellation charge of £20.

Please note: any refund AAIS makes of its fees under b) or c) above will not include a refund of any credit card charge which has been paid by you.

AAIS will also tell you about any other charges relating to your AA Fleet Advantage Breakdown Cover. AAIS will also tell you about any other charges relating to your AA Fleet Advantage Breakdown Cover.

5. Changes to Terms & Conditions

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

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 systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default or suppliers or subcontractors, 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

- any increased costs or expenses; or
- any loss of
 - profit
 - business
 - contracts
 - revenue
 - anticipated savings; or
- for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise.

For the avoidance of doubt, nothing in this clause or these Terms & Conditions shall exclude or restrict the 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 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.

9. Interpretation: use of English law & 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 complaint?

If you wish to register a complaint about the services you have received from AAIS, please contact

By phone: 0845 607 6727

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

By email: fleetcustomers@theAA.com

If you cannot settle your complaint with AAIS you may be entitled to refer it to the Financial Ombudsman Service.

AA Fleet Advantage Terms and Conditions

PLEASE RETURN WITH APPLICATION FORM

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

The activities of AAIS in arranging AA Fleet Advantage Breakdown Cover are covered by the FSCS. You may be entitled to compensation from the scheme if AAIS 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 or telephone 0207 892 7300.

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 Information

1.1 The Acromas Holdings Limited group of companies, of which the AA group of companies* (including The Automobile Association Limited, AA Limited, Automobile Association Insurance Services Limited and Automobile Association Finance Limited) forms a part ("we") will use Your personal information for the following purposes:

- a) to identify You when You contact us;
- b) to help identify accounts, services and/or products which You could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information You have provided, any information we hold about You and information from third party agencies (including credit reference agencies);
- c) to help administer, and contact You about improved administration of any accounts, services and products we have provided before, or provide now or in the future;
- d) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
- e) to help to prevent and detect fraud or loss;
- f) to contact You in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by the AA and/or selected partners unless You have previously asked us not to use the relevant personal data for such purposes;
- g) where the AA is contacted for breakdown assistance service using a mobile telephone the AA or the AA's agents may provide details of the relevant telephone number to the mobile telephone network providers, through the AA's agent, to enable the AA to record the geographical location of the handset as part of the breakdown information in order to assist the AA in locating the caller.

*A list of companies forming the group of companies is available from the Data Protection Officer at the address given below.

1.2 We may allow other people and organisations to use information the AA hold about You for the purpose of providing services You have asked for, as part of the process of selling one or more of businesses, or if we have been

legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard Your personal information.

1.3 We may monitor and record communications with You (including phone conversations and emails) for quality assurance and compliance reasons.

1.4 We may check Your details with fraud prevention agencies. If You provide false or inaccurate information and suspects fraud, We will record this. The AA and other organisations may use and search these records to:

- a) help make decisions about credit and credit related services for You and members of Your household;
- b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for You and other members of Your household;
- c) trace debtors, recover debt, prevent fraud and to manage Your accounts or insurance policies; and
- d) check Your identity to prevent money laundering unless You give the AA other satisfactory proof of identity.

1.5 If You need details of those fraud prevention agencies from which the AA may obtain and with which the AA may record information about You or the List of Companies forming the AA Group, please write to the AA's Data Protection Officer at The Automobile Association, Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA.

1.6 Where You give the AA information on behalf of someone else, You confirm that You have provided them with the information set out in these provisions and that they have not objected to such use of their personal information. Where You give the AA sensitive data about yourself or another person (such as health details or details of any criminal convictions) You agree (and confirm that the other person has agreed) to the AA's processing such information in the manner set out in these provisions. Please ensure that Your drivers are aware that the AA may provide You details of any or all requests for service made under AA Fleet Advantage Breakdown Cover.

AA Company Details

The Automobile Association Limited is incorporated with limited liability in Jersey number 73356. Registered Office: 22 Grenville Street, St Helier, Jersey JE4 8PX, Channel Islands. It is an insurer of breakdown assistance services cover that is exempt from authorisation under the Financial Services and Markets Act 2000. Head Office: Fanum House, Basingstoke, Hampshire RG21 4EA. Branch registered in England and Wales number BR004875.

Acromas Insurance Company Limited is authorised and regulated by the Commissioner of Insurance, Financial Services Commission, Gibraltar, and regulated by the Financial Services Authority, United Kingdom. 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 authorised and regulated by the Financial Services Authority (FSA). Registered Office: Fanum House, Basingstoke, Hampshire RG21 4EA. Registered in England and Wales number 2414212.

Useful Contact Information (Breakdown Assistance only)

For help following a breakdown in the UK

Breakdown Assistance:
0870 419 2483

Email enquiries:
fleetcustomers@theAA.com

Compliments and complaints:
0870 608 0277 (Monday to Friday, 9am to 5pm)

Follow up enquiries: (after a breakdown is completed)
0870 608 0277 (Monday to Friday, 9am to 5pm)

General breakdown enquiries:
0800 55 11 88 (Monday to Friday, 9am to 5pm)
(option 1)

For help following a breakdown in the Republic of Ireland (under discretionary / reciprocal arrangements)

AA Ireland:
00 800 88 77 66 44

SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation by calling 07900 444 999.

Information is available in large print, audio and Braille on request. Please call 0800 262 050 for details. Deaf, hard of hearing or speech-impaired customers who have a textphone can call 0800 32 82 810.

14. AA Fleet Advantage Card Terms and Conditions

YOUR COPY TO KEEP

Introduction

AA Fleet Advantage consists of two separate contracts:

(i) A contract with Arval UK Ltd for the provision of payment facilities for fuel and oil, vehicle related goods, tyres, batteries, exhausts and windscreen replacements, vehicle servicing, repairs, maintenance services and car hire.

(ii) A contract with Automobile Association Insurance Services Limited, Automobile Association Limited and Acromas Insurance Services Limited for the provision of breakdown cover.

This booklet sets out the terms of these contracts.

Fleet Advantage Payment Card Terms and Conditions of Uses

DEFINITIONS

Agreement	This agreement between you and us, including the application form.
Anniversary	The date 12 months after the start date of this agreement, and the same date every year after that.
Cards	A fuel card , a maintenance card or a fuel and maintenance card or other payment method we have issued.
Card charge	A yearly charge (plus VAT) that we charge you for each card .
Card holder	The person you authorise to use the card .
Consequential losses	Losses that are not a direct result of anyone breaking any of the terms of this agreement.
Franchised outlets	Suppliers who are acting as our authorised selling agents and who hold franchise agreements with us or any of our associated companies.
Goods and services	Goods and services you can buy using the card including petrol, diesel, liquefied petroleum gas, engine oil, vehicle-related goods, tyres, batteries, exhausts, windscreen replacements, vehicle servicing, repairs, maintenance services, vehicle breakdown recovery, car hire and other services we may include from time to time.
We, us, our	Arval UK Ltd.
You, your	The account holder set out in this agreement.

1. AUTHORISATION

By signing your **card** or using it **you** agree to keep to these conditions. It also means that **you** agree to pay **us** for any **goods and services our franchised outlets** supply to **you** or to the **card** holder.

2. USING THE CARD

The **card** is valid until its expiry date or until **you** or **we** cancel it, whichever happens earlier. Only **you** and the **card** holder can use the **card**.

You must make sure that the **card** holder signs their name or writes their vehicle registration number on the back of the **card** (or does both) to prevent unauthorised use which **you** will be liable for. The **card** holder must present the **card** at the franchised outlet before they buy **goods and services** so that the franchised outlet is aware that they are about to make a sale as an agent for **us**.

The **card** holder must make sure that the correct vehicle registration number and mileage has been recorded on a voucher for each purchase. If they do not do this or if they do not meet any other condition of this agreement, **you** are still responsible for any **goods and services** supplied to **you**, to the **card** holder or to another person, with or without your approval.

3. CARDS

Each **card** will show your name and the expiry date. The **card** may also show the **card** holder's name, the registration number of the vehicle it is used for, **our** phone number, your phone number and the maximum amount (including VAT) the **card** holder can spend on **goods and services** in any one use without first getting **our** or your authorisation. If the signature panel on the back of the **card** is marked or is not filled in correctly, a franchised outlet may confiscate the **card**. **We** may charge a fee for issuing replacement **cards**. **Franchised outlets** may also refuse to accept the **card** if it is not being used in line with the conditions that **we** agree with **franchised outlets**.

4. ACCOUNTS

Each week (or other period **we** have agreed with **you** in writing) **we** will send **you** an invoice showing all purchases made using the **card**, less any credits or refunds. **You** must pay the invoice in full, by direct debit, within 14 days (or other period **we** have agreed with **you** in writing) of the date of the invoice (the payment due date). If **you** do not pay any amount by the payment due date **we** will charge interest at a rate of 3% over the National Westminster Bank Plc base rate.

We work out interest on a day-to-day basis on any amount outstanding on the payment due date until **you** pay the invoice in full. **We** will continue to charge interest until **you** have paid the amount due, whether or not the **agreement** has ended or a court judgement has been made. If any amount is still unpaid more than five weeks after the payment due date, **we** may cancel any or all of your **cards** and end this **agreement** (clause 9 of this **agreement** applies to any **cards** that **we** cancel). **We** may charge **you** an administration fee if **we** do not receive a payment because there is not enough money in your account to cover the direct debit or because **you**

have cancelled the direct debit.

We may also charge a fee for any copies of invoices or sales vouchers **you** ask **us** to send **you** for transactions dating back more than three months. However, **we** do not have to give **you** information about transactions dating back more than six months.

5. PAYMENTS

We will use your payments and any credits or refunds **you** are entitled to first to pay off any interest **you** owe **us** and second to reduce any amounts **you** owe. If **you** make a claim against any franchised outlet or other supplier in relation to goods or services they have supplied to **you** or the **card** holder, **you** cannot take the amount of your claim from any money **you** owe **us** or claim it back from **us**. Also, **we** will not pay **you** directly for any amounts **you** are claiming from any franchised outlet or other supplier.

6. BREACH

If **we** find that **you** have given **us** false or incomplete information, or that **you** have broken any of the conditions in this **agreement**, **we** will demand that **you** pay **us** any money **you** owe **us** immediately. By doing this **we** will not lose any of **our** rights under clause 9 of this **agreement**.

7. LOST OR STOLEN CARDS AND UNAUTHORISED USE

If your **card** is lost or stolen, or someone who is not (or is no longer) authorised to use your **card** has it, **you** must phone **us** immediately and also tell **us** in writing by fax, e-mail or post within 48 hours of phoning **us**. (Please see clause 16 for **our** contact details).

Where **we** receive written details within 48 hours, **you** will not be responsible for any purchases made using that **card** from the date **you** phoned **us**. If **you** do not contact **us** in writing within 48 hours, **you** will be responsible for all purchases made with that **card** until **we** receive written notification. Once **you** have told **us** in writing about the loss, theft or unauthorised use of the **card**, and as long as **you** follow this clause in full and have met all of your obligations in this **agreement**, **you** will not be responsible for any new purchases made with that **card** by anyone other than **you** or a **card** holder.

You should tell **us** all **you** know about the circumstances of the loss or theft and take all reasonable steps to help to get the missing **card** back. This includes contacting the police and getting a crime reference number and giving that to **us**. **You** must also make sure that anyone who is no longer authorised to use a **card** does not keep their **card**.

14. AA Fleet Advantage Card Terms and Conditions

YOUR COPY TO KEEP

Fleet Advantage Payment Card Terms and Conditions of Uses Continued

8. NOTICE

You must tell us immediately in writing if your name, address or bank details change. We will assume that any information we send by pre-paid post to the address we currently hold for you will reach you the day after we post it (not including Sundays or bank holidays).

9. CANCELLING CARDS AND CHANGING THIS AGREEMENT

All cards remain our property. We may, at any time, cancel any card, refuse to issue a new or replacement card, or end this agreement by sending you written notice. If we cancel your card or end this agreement, this will take effect immediately and you must return every card to us straight away. If you write to us asking us to cancel a card or where we cancel any card, we may ask you to cut it in half for security reasons and return it to us. If you do not return the cancelled card, you will still be responsible for any purchases made with that card.

If you cancel a card or end this agreement, in line with this or any other clause in this agreement, you are still responsible for any purchases made with the card except for a card you have reported to us as lost or stolen, or a card that we agree to treat as lost or stolen. We may charge you an administration fee for treating the card as lost or stolen. If you use a card after it has been cancelled, we may charge you an administration fee and any costs associated with getting the cancelled card back. We may also charge you for any rewards we pay to franchised outlets for getting back cards which you ask us to cancel and which we agree to treat as lost or stolen.

If we write to you with details of any changes to this agreement and you or the card holder use the card, this shows that you accept those changes.

We will write to tell you about different terms and charges which will be applicable if we adopt chip and pin technology and issue new cards to you.

10. CARD CHARGE

Every year, we make a card charge on each card we issue. We may change the card charge at any time by telling you on your invoice. Any new card charge that we tell you about will be valid from the following anniversary of this agreement and we will charge you for any amounts due.

When we work out the card charge, we assume that all of your cards are used. If any of your cards are not used, or are used less than we thought they would be, we may work out an amended card charge based on the cards that are actually being used and apply that card charge to all of your cards, regardless of whether they are used. In this case, the amended card charge will apply from the start of this agreement.

11. EXCLUSIONS AND LIMITS

This agreement includes everything we are responsible or liable for. If something is not clearly mentioned in this agreement, we do not accept responsibility or liability for it. Also, we do not accept responsibility or liability for any obligations that are expressed or implied unless the law says that we cannot exclude responsibility for such obligations.

Our total responsibility for goods and services you buy from us at franchised outlets is limited to the amount we can claim back from them, which we will then pass on to you.

We are not responsible to you, and you are not responsible to us, for any loss of profits or goodwill or any other indirect or consequential losses resulting from anyone breaking any of the terms of this agreement. We cannot accept any liability that relates to the accuracy of, or using, the mileage capture system.

12. AGENCY, TRANSFER, CHANGE OF CONTROL AND SUBSIDIARIES

We may transfer all of our rights and responsibilities under this agreement. This may include the right to collect any debt you owe us. If we transfer our rights and obligations under this agreement to a third party, they will charge you a reasonable administration fee for collecting any outstanding debt. The third party will use the account details (your personal information or information about you) to help them to collect the debt.

The third party will keep this information and use it to help other users of its services to make decisions about supplying future services to you. To help us carry out this agreement, we may also appoint an agent who may be any other company in the Arval group or anyone else who agrees to be our agent. This agent will be entitled to use any of our rights under this agreement. You must not transfer this agreement without our written permission.

If there is a change in ownership of more than 50% of your shares or a change in control of your organisation, or if your business changes significantly at any time during this agreement, we have the right to end this agreement immediately, and all of our responsibilities in it will end.

If we agree, we may issue cards to one of your subsidiary companies, which will then become your representative for the purpose of this agreement. This makes you and the subsidiary company jointly and separately responsible for keeping to the terms of this agreement.

13. THIS AGREEMENT

We will tell you about any alterations to the terms set out in this agreement. If we transfer this agreement to another person or organisation, its terms will still apply to you. Although we may vary this agreement at any time, it contains all of the terms and conditions that will apply to how we supply the goods and services to you. This agreement replaces any earlier written or oral agreement. We can delay enforcing, or choose not to enforce, our rights under the agreement without losing them.

14. CREDIT CHECKS AND MARKETING

We, or a third party, may make, or ask our agents to make regular credit checks on you. This will involve giving information about you to licensed credit reference agencies. Occasionally we may use the information you give us to let you know about the goods and services you can use your card for. We will also tell you about offers and other services that our group of companies provides.

15. THIS AGREEMENT IS ONLY GOVERNED BY ENGLISH LAW.

16. CONTACT DETAILS

You can contact us in the following ways:

By post: Arval UK Limited
PD05
Arval Centre
Windmill Hill
Swindon
SN5 6PE

By phone: 0870 902 0645 (8am to 5.15pm, Monday to Friday not including bank holidays) or 0870 419 4321

(at all other times)

By fax: 0870 842 3255

By email: fuel.team@arval.co.uk

We may monitor and record phone calls. We do this so we can check what was said and also to help train our staff.

Cards are managed by Arval UK Ltd, Arval Centre, Windmill Hill, Swindon, Wiltshire SN5 6PE. Registered number 1073098 England and Wales.



THE DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all banks and building societies that accept instructions to pay by Direct Debit.
- If there are any changes to the amount, date or frequency of your Direct Debit ARVAL UK LTD will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request ARVAL UK LTD to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made by ARVAL UK LTD or your bank or building society, you are entitled a full and immediate refund of the amount paid from your bank or building society - If you receive a refund you are not entitled to, you must pay it back when ARVAL UK LTD asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

15. AA Fleet Advantage Breakdown Cover

YOUR COPY TO KEEP

This part of the booklet sets out the Terms and Conditions of your contract under which You are eligible to receive certain Breakdown Assistance Services. Roadside, Home Start and Relay are provided by The Automobile Association Limited, which is an insurer exempt from authorisation under the Financial Services and Markets Act 2000. Relay Plus, if applicable to your cover, is underwritten by Acromas Insurance Company Limited.

Welcome to the AA

A warm welcome to the AA and thank you for choosing AA Fleet Advantage Breakdown Cover. The AA's Breakdown Service is available 24 hours a day, 365 days la year. As the UK's largest motoring organisation the AA deals with around 3.5 million breakdowns each year throughout the UK, Channel Islands and the Isle of Man.

This part of the booklet is split into 2 parts and sets out the Terms & Conditions of the contracts that make up your AA Fleet Advantage Breakdown Cover:

- 1 - AA Fleet Advantage Breakdown Cover Policy; and
- 2 - AA Fleet Advantage Breakdown Cover Arrangement and Administration Contract.

These Terms & Conditions are valid for UK customers joining or renewing on or after **1st January 2010**. Please read this booklet carefully and keep it in a safe place as any use of your AA Fleet Advantage Breakdown Cover is subject to these Terms & Conditions. Please note that whilst most of the Terms & Conditions relating to Breakdown Cover apply to all UK customers, there are some variations depending on the type of cover you have purchased. To understand which of the Terms & Conditions apply to your particular AA Fleet Advantage Breakdown Cover, please make sure you are aware of the type of cover you hold. Your type of cover will be detailed in the accompanying letter or advised to you in writing separately and this will confirm the level of breakdown cover you hold (which determines the extent of service you receive).

AA Fleet Advantage Breakdown Cover can involve you contracting with two insurers for your breakdown cover: Roadside Assistance, Home Start and Relay are provided by The Automobile Association Limited and Relay Plus is provided by Acromas Insurance Company Limited (AICL). The Terms & Conditions of Breakdown Cover are set out in the "AA Fleet Advantage Breakdown Cover Policy" part of this booklet.

AA Fleet Advantage Breakdown Cover also involves a separate contract between you and us (Automobile Association Insurance Services Limited) under which we agree to arrange and administer your AA Fleet Advantage Breakdown Cover (see the "AA Fleet Advantage Breakdown Cover Arrangement and Administration Contract" part of this booklet).

Contents

PART 1: AA Fleet Advantage Breakdown Cover Policy - Your Contract with the Insurer (s)

Policy Summary	12
Your AA Fleet Advantage Breakdown Cover Policy in full	
If you require Breakdown Assistance	13
Where cover is available	13
How to contact the AA	13
How the AA will identify you are entitled to the service	13
Compliments and complaints	13
Definition of words and phrases used in this Policy	13

About AA Breakdown Cover

Services available	14
Types of cover	14
Duration of cover	14
Vehicle specifications	14
Transportation of Animals	14

Service Descriptions – What is covered and what is not covered

Roadside Assistance	14
Home Start	15
Relay	15
Relay Plus	15

General Terms & Conditions

General exclusions	15
General rights to refuse service	16
Additional services	16
Use of agents	16
Requests for assistance	16
Emergency nature of breakdown service	16
Cancellation of AA Fleet Advantage Breakdown Cover	16
Autorenewal	17
Changes to Terms & Conditions	17
Changes to Your Details	17
Matters outside the AA's reasonable control	17
Exclusions of liability for loss of profit etc	17
Enforcement of Terms & Conditions	17
Use of headings	17
Interpretation: use of English law & language	17

PART 2: AA Fleet Advantage Breakdown Cover Arrangement and Administration Contract – your Contract with AAIS:

Who regulates AAIS?	18
Which companies does AAIS deal with?	18
What services does AAIS provide?	18
What will you have to pay for services provided by AAIS?	18
Changes to Terms & Conditions	18
Matters outside AAIS's reasonable control	18
Exclusion of liability for loss of profit etc	18
Third parties	18
Interpretation: use of English law & language	18
What to do if you have a complaint	18
Is AAIS covered by the Financial Services Compensation Scheme (FSCS)?	19
Use of headings	19
Use of your Personal Information	19
AA Company Details	19

AA Fleet Advantage Policy Summary

YOUR COPY TO KEEP

keyfacts[®]

AA Fleet Advantage Breakdown Cover

This policy summary provides you with basic details of your AA Fleet Advantage Breakdown Cover. AA Fleet Advantage Breakdown Cover provides a number of levels of Breakdown Assistance which are outlined in the summary below – please check the letter provided to you or with your sales advisor for details of the level of cover you hold.

Please note this is not a statement of the full Terms & Conditions, which are detailed later in this booklet.

1. Who is AA Fleet Advantage Breakdown Cover provided by?

- Roadside, Relay, Recovery and Home Start are provided by The Automobile Association Limited (AAL).
- Relay Plus is underwritten by Acromas Insurance Company Limited (AICL).

2. Who is covered by AA Fleet Advantage Breakdown Cover?

- AA Fleet Advantage Breakdown Cover is vehicle - based breakdown cover so covers your vehicle(s) no matter who is driving.

3. What are the main features/benefits of AA Fleet Advantage Breakdown Cover?

Service	Benefit
Roadside Assistance	Assistance at the roadside if you are broken down more than 1/4 mile from home. Tow to the AA's choice of relevant local repairer, for you, your vehicle and up to 7 passengers if the AA is unable to fix your vehicle at the roadside
Home Start	Provides the benefits outlined under 'Roadside Assistance', if you break down at or within 1/4 mile from home.
Relay	Recovery to any single UK destination of your choice if the AA is unable to fix your car at the roadside or arrange a prompt local repair.
Relay Plus	Choice of onward travel options if the AA is unable to fix your car at the roadside or arrange a prompt local repair. Options include replacement vehicle for up to 48 hours, public transport costs or overnight accommodation

4. Are there any significant exclusions or limitations to AA Fleet Advantage Breakdown cover?

Full details of the restrictions which apply to AA Fleet Advantage Breakdown Cover can be found further on in this Booklet, however the key restrictions are:

Where cover is available (page 13):

- Service is only available within Great Britain, Northern Ireland, Channel Islands or the Isle of Man.
- Vehicle specifications (see page 14)
- Service is only available for cars, vans, minibuses or motorcycles which comply with the stated max weight restriction of 3.5 tonnes, and max width restriction of 7ft 6in (2.3m).

General Terms and Conditions (see pages 15-17):

- Assistance is not available following a breakdown or accident attended by the police or other emergency service, until the vehicle's removal is authorised. If the police insist on recovery by a third party, the cost must be met by you;
- No recovery (including a local tow) is available following an accident.
- Transport of any animal is discretionary, and horses and livestock will not be recovered;
- Routine maintenance, running repairs, the cost of spare parts, fuel, oil, keys, specialist lifting equipment, garage or other labour required to repair your vehicle are excluded, as is the provision of service on private property without the relevant permission;
- Service is discretionary where it is requested to deal with the same or a similar fault or cause of breakdown to that attended in regard to the same vehicle within the preceding 28 days;
- Service is only available to vehicles which are registered with the AA at the time assistance is requested;
- The Driver must be with the vehicle at the times of breakdown and assistance. A valid Fleet Advantage card and some other form of identification must be produced.
- Service will be refused and may be cancelled if anyone behaves in an abusive or threatening manner, or if the AA is owed money.

Replacement vehicle (see page 15):

- Any vehicle hire that may be arranged for you will be subject to the hirer's Terms & Conditions.

5. How long is AA Fleet Advantage Breakdown Cover valid for?

The duration of your AA Fleet Advantage Breakdown Cover is 12 months.

6. What if I want to cancel AA Fleet Advantage Breakdown Cover?

You have the right to cancel your AA Fleet Advantage Breakdown Cover within a 14 day 'cooling off period', commencing either from the agreement of the contract, or the receipt of your policy documents, whichever happens later. The following refund policy will apply for customers cancelling within the cooling off period:

- If you joined already requiring assistance you will be entitled to a full refund minus the AA's charges for assistance provided.
- If you were not in a breakdown situation when you joined you will receive a full refund less the cancellation administration charge that Automobile Association Insurance Services Limited make.
- Subject to any other statutory rights you may have, there will be no refunds following the cooling off period.

Full details of your cancellation rights can be found on page 16 of this booklet.

7. What if I need to make a call out?

If you require breakdown assistance in the UK, please call the relevant number on the back cover of this booklet. You will need to provide your registration number, account number, and details of your circumstances. Please be prepared to show your Fleet Advantage card.

8. What if I need to make a complaint?

If you wish to register a complaint, please make contact:

By phone: 0870 608 0277
 Business Support,
 AA Business Services,
 Swallowfield One,
 Wolverhampton Road,
 Oldbury, West Midlands
 B69 2AG.
 By email: fleetcustomers@theAA.com

If your complaint is about cover underwritten by AICL and it is not settled, you may be entitled to refer it to the Financial Ombudsman Service, at Insurance Division Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Telephone: 0845 080 1800 or
 email: complaintinfo@financialombudsman.org.uk

9. Is AA Fleet Advantage Breakdown Cover covered by the Financial Services Compensation scheme (FSCS)?

Acromas Insurance Company Limited (AICL), is covered by the FSCS. If any of the cover you have purchased is underwritten by AICL, 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. Further information about the compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone 020 7892 7300

AA Fleet Advantage Breakdown Cover - Your contract with the Insurer(s)

YOUR COPY TO KEEP

Your AA Fleet Advantage Breakdown Cover Policy in full

If you require Breakdown Assistance

Where cover is available:

Fleet Advantage Breakdown Cover detailed in this Policy only applies when the Covered Vehicle first becomes stranded in the United Kingdom.

How to contact the AA:

If the Covered Vehicle has broken down and requires assistance, please contact the AA on the telephone numbers provided on the back cover of this booklet. It is important that You contact the AA because if You contact a garage direct You will have to settle the bill and the AA will not be obliged to reimburse You.

How the AA will identify that

You are entitled to assistance:

The Driver will require the AA Fleet Advantage card to access service. Please note that the AA is entitled to assume that anyone driving or travelling in the Covered Vehicle is authorised by the customer to request assistance for that vehicle. You must make all Drivers aware of the terms of Your AA Fleet Advantage Breakdown Cover and must give the Drivers copies of the breakdown information supplied by the AA in conjunction with the Fleet Advantage cards.

When the Driver contacts the AA for assistance she/he will be asked to show the Fleet Advantage card to ensure that only those customers entitled receive service. If assistance is required please be prepared to show this card.

If a valid Fleet Advantage card cannot be produced, the AA reserves the right to refuse service. For further details please refer to General Terms and Conditions, clause 3f, page 16.

Please also note that You should advise Arval UK Ltd immediately of any changes to contact name, company address and vehicle registration numbers. Please refer to General Terms and Conditions, clause 14, page 17.

If you're not an AA customer or don't hold the relevant level of cover:

If You are not entitled to any AA breakdown assistance services or You are not, at the time of the breakdown, entitled to the particular assistance service(s) You require, the AA may still be prepared to provide the required assistance. However, if so, in addition to paying the usual premium for the relevant AA Fleet Advantage Breakdown Cover, a supplementary premium will be payable. In addition, if You have broken down and require, but don't have, Relay (and the AA is prepared to upgrade Your AA Fleet Advantage Breakdown Cover to include this) the AA is entitled to limit the distance of the recovery under Relay on this occasion to a 'short tow'. The maximum mileage will be notified to You when You request assistance and You will be charged for any recovery provided in excess of this mileage.

If you are provided with breakdown assistance service(s) but subsequently default in making payment for your AA Fleet Advantage Breakdown Cover

Subject to any statutory rights you may have, if the AA provides breakdown assistance services under your AA Fleet Advantage Breakdown Cover, at your request or at the request of someone who the AA reasonably believes is entitled to request assistance under your AA

Fleet Advantage Breakdown Cover, and subsequently it becomes apparent that you have not paid for your AA Fleet Advantage Breakdown Cover then the AA will be entitled to charge you for the services actually provided.

Compliments and complaints

If you have a compliment or complaint about Your AA Fleet Advantage Breakdown Cover the AA really wants to hear from you. The AA welcome your comments as they provide the opportunity to put things right and to improve the service provided to its Members.

Phone: 0870 608 0277 (Mon-Fri 9am-5pm)
Text phone: 0800 32 82 810

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

Email: fleetcustomers@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 Relay Plus You are still not satisfied after You have received a full response, or after eight weeks have passed, You may be eligible to contact the Financial Ombudsman.

Phone: 0845 080 1800

Or write to: The Financial Ombudsman
Insurance Division
Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR

Email: complaint.info@financialombudsman.org.uk.

However, please note that businesses with an annual group turnover of £1 million or more, charities with annual income of £1 million or more, or trusts with a net asset value of £1 million or more are not eligible to make a complaint to the Financial Ombudsman Service. Full details of eligibility for the Financial Ombudsman Service can be found at: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS) for AA Fleet Advantage Breakdown Cover: Relay Plus, which is provided by Acromas Insurance Company Limited (AICL), is covered by the FSCS. If you have purchased Relay Plus you may be entitled to compensation from the scheme if AICL cannot meet its obligations in relation to that cover. This depends on the type of business and the circumstances of the claim. General insurance provided by a regulated insurer such as AICL is covered for 90% of the claim, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or 020 7892 7300. 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)).

Full details of eligibility for the Financial Services Compensation Scheme can be found at: www.fscs.org.uk

Please note that Roadside, Relay and Home Start are provided by The Automobile Association Limited and this company does not fall within the FSCS.

Definition of words and phrases used in this Policy

'AA'	means the relevant insurer of the AA Fleet Advantage Breakdown Cover being The Automobile Association Limited for Roadside Assistance, Relay and Home Start and Acromas Insurance Company Limited for Relay Plus, or either or both of those insurers, as the context requires or allows.
'AAIS'	means Automobile Association Insurance Services Limited.
'AA Fleet Advantage Breakdown Cover'	means Fleetwide 3 or Fleetwide 4 cover.
'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 its 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.
'Covered Vehicle' / 'Your Vehicle'	means a vehicle operated by You and listed in Your joining or renewal letter as being included in Your AA Fleet Advantage Breakdown Cover.
'Home Address'	means the address which the AA has recorded as the registered address of the Covered Vehicle at the time of the relevant breakdown or accident.
'Driver'	means the Driver of the Covered Vehicle at the time of the breakdown or accident.
'Premium'	means the premium You pay for Your AA Fleet Advantage Breakdown Cover.
'Subscription Year(s)'	means the period(s) of 12 months commencing from the start of Your AA Fleet Advantage Breakdown Cover or from any anniversary of the start of that cover.
'UK'	means Great Britain, Northern Ireland, Channel Islands and the Isle of Man.
'Vehicle Restrictions'	means the Vehicle Restrictions set out below.
'Customer' 'You' and 'Yours'	means the individual, company or other organisation who has purchased AA Fleet Advantage Breakdown Cover and, if the context requires, includes reference to the Driver driving the Covered Vehicle with Your consent.
'Your Cover'	means Your policy for AA Fleet Advantage Breakdown Cover, as described in these Terms and Conditions


AA Fleet Advantage Terms and Conditions YOUR COPY TO KEEP

About AA Breakdown Cover

This section details the different kinds of cover that are available under AA Fleet Advantage Breakdown Cover. The cover You hold will be detailed on Your breakdown cards, or if changes are made these will be confirmed separately to You in writing.


Services available

The AA offers a number of breakdown assistance services which can be purchased as part of AA Fleet Advantage Breakdown Cover. These include:




Roadside Assistance

– this is the minimum level of cover and provides roadside assistance throughout the UK, 24 hours a day, every day of the year. The AA's number one aim is to fix the Covered Vehicle, but if it cannot be fixed it will be taken to the AA's choice of relevant local repairer. Please refer to page 14 for full details.




Home Start

– provides all the benefits of Roadside Assistance at the Covered Vehicle's home address. Please refer to page 15 for full details.



Relay

– recovery to a single UK destination of the Driver's choice if the AA is unable to fix the Covered Vehicle at the roadside or arrange a prompt local repair. This means the Driver can choose to be taken home, to their destination or anywhere else in the UK, regardless of how far this may be. Please refer to page 15 for full details.



Relay Plus -

– if the Covered Vehicle has broken down and the AA cannot arrange a prompt local repair, Relay Plus provides alternative travel options. You could choose from a replacement car for up to 48 hours, public transport costs or overnight. Please refer to page 15 for full details.

Please note that AA Fleet Advantage Breakdown Cover will not be active until 24 hours from the time of purchase.

Types of cover

AA Fleet Advantage Breakdown Cover provides cover for Covered Vehicles regardless of who is driving. It is available in a number of packages which are outlined below.

Cover Type	Roadside	Home Start	Relay	Relay Plus
Fleetwide 3	✓	✓	✓	✓
Fleetwide 4	✓	✓	✓	n/a

Duration of cover

AA Fleet Advantage Breakdown Cover is for 12 months and paid for in a single Premium. Please see further details on cancellation, page 16.

Vehicle specifications

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.

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, subject to the dimensions falling within the above limits.

AA Fleet Advantage Breakdown Cover is only available for vehicles that have been registered with the AA for 24 hours at the time assistance has been requested.

Transportation of Animals

Please note that horses or livestock will not be recovered and the recovery of any animal is at the AA's discretion. See General Terms and Conditions, clause 1m, page 14.

Service Descriptions – What is covered and what is not covered

Roadside Assistance

Provided by The Automobile Association Limited

What is covered:

- Roadside Assistance is available if the Covered Vehicle is stranded on the highway more than a quarter of a mile from the Home Address following a breakdown or accident;

- If, following a breakdown, a patrol or appointed agent cannot fix the Covered Vehicle within a reasonable time, it will be taken to the AA's choice of relevant local repairer or to a local destination of the Driver's choice, provided it is no further;
- The AA will make a telephone call at the Driver's 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 Fleet Advantage 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, fuel, oil, keys or other materials required to repair the Covered Vehicle or any supplier delivery 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 Fleet Advantage Breakdown Cover at the scene of the breakdown or accident;
- Any additional transport or other costs that might be incurred or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany the Covered Vehicle while it is being recovered;
- Routine maintenance and running repairs eg radios, interior light bulbs, heated rear windows;
- Any recovery or tow following an accident (see General Terms and Conditions, clause 2, page 16);
- Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the covered 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 the Driver;
- A second or subsequent recovery, after the Covered Vehicle has been recovered following a breakdown;
- All things excluded under General Terms and Conditions, pages 13-15.

AA Fleet Advantage Terms and Conditions

YOUR COPY TO KEEP

Home Start

Provided by The Automobile Association Limited

What is covered:

- Relay is only available if it is included in Your package (see page 14); and if the Relay cover has been paid for 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 the Covered Vehicle, together with the Driver and up to a maximum of seven passengers to any single destination of the Driver's choice in the UK (see also General Terms and Conditions, clause 1g, page 15).

What is not covered:

- If You join already requiring Relay (Recovery) and the AA is prepared to provide Relay (Recovery) assistance for the breakdown concerned then, in addition to charging an increased Premium, the AA is entitled to limit the relevant recovery under Relay (Recovery) to the maximum mileage notified at the time the request for the relevant assistance was made and to charge for any recovery provided in excess of that mileage;
- Recovery of the Covered Vehicle if it is at or within a quarter of a mile or less of the Home Address.
- A second or subsequent recovery (e.g. the return journey from the Driver's chosen destination or following a further breakdown of the Covered Vehicle);
- Overnight accommodation, incidental expenses, transportation of passengers in excess of the maximum number or transportation of passengers who are not in the Covered Vehicle at the time of the breakdown (although the AA can assist with arranging such accommodation and transportation at the Driver's cost on request);
- All things excluded under 'Roadside Assistance – what is not covered', page 14.

Relay Plus

Underwritten by Acromas Insurance Company Limited

What is covered:

- Relay Plus is only available if it is included in Your package (see page 14); and if the Relay Plus cover has been paid for at least 24 hours before the breakdown occurred;
- Relay Plus is available if the Covered 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 Relay Plus may choose from either a replacement vehicle OR overnight accommodation OR public transport costs (see below for full details of what is covered under each benefit).

What is not covered:

- Relay Plus cannot be provided retrospectively except in exceptional circumstances that may be agreed by the AA at its discretion;
- Relay Plus is not available following an accident (see General Terms and Conditions, clause 2, (page 16)

Relay Plus 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 48 hours from an AA chosen supplier. Where possible, and unless the receipt of the hire vehicle is delayed at the Driver's 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, the Driver is responsible for arranging delivery direct with the relevant supplier. The AA may be prepared to assist in the making of these arrangements.

What is not covered:

- Other charges arising from the Driver's use of the hire vehicle, such as (without limitation) fuel costs, any insurance excess charges, and charges arising if the Driver keeps the vehicle for more than 48 hours;
- Replacement vehicles cannot be supplied with a tow bar, and therefore the Driver's caravan or trailer will have to, if eligible, be recovered under Relay with Your Vehicle.

Please note: Replacement cars are supplied to You/ the Driver by the AA's chosen suppliers. The vehicle hire agreement will be between You/ the Driver and the relevant supplier and will be subject to that supplier's Terms & 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 cash or credit card deposit eg for fuel;
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months.

OR

B: Public transport costs

The AA will reimburse reasonable 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 destination.

Claims should be made in writing and sent together with proofs of purchases and receipts to: the AA, Relay Plus Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA.

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.

Please note that any additional costs incurred during overnight accommodation such as other meals, drinks, telephone calls and newspapers are not included. You

General Terms and Conditions

General exclusions

1. **AA Fleet Advantage Breakdown Cover does not provide for:**
 - a. **Any vehicle servicing or re-assembly for example**
For example, where this is required as a result of neglect or unsuccessful work on the Covered Vehicle (including, but not limited to, DIY vehicle maintenance) other than on the part of the AA or its agents;
 - b. **Garage labour costs**
The cost of garage or other labour required to repair the Covered Vehicle, other than that provided by the AA or its agents at the scene of the breakdown or accident;
 - c. **Fuel draining**
Any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. The AA will arrange for the Covered Vehicle to be taken to a local garage or another location of your choice (provided no further) but You will have to pay for any work carried out;
 - d. **Failure to carry a serviceable spare**
Any additional charges resulting from Your failure to carry a legal and serviceable spare wheel(s) or tyre(s), 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. **Having Your Vehicle stored or guarded in Your absence;**
 - f. **Vehicles on private property**
The provision of service when the Covered Vehicle is on private property eg garage premises, unless it can be established that the Driver has the permission of the owner or occupier;
 - g. **Excess passengers**
The provision of service to any persons in excess of the number of seats fitted in the Covered Vehicle at the time of breakdown, or to anyone who was not travelling in the Covered 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 the Covered Vehicle as a result of it being recovered;
 - i. **Recovering vehicles from trade or auction**
The transportation of immobilised vehicles where the AA considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;
 - 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;

AA Fleet Advantage Terms and Conditions

YOUR COPY TO KEEP

k. Locksmiths, tyre, glass or bodywork specialists costs

The cost (including any call-out charge) of any locksmith, body-glass or tyre specialist, should the AA consider this to be required. The AA will endeavour to arrange this help on Your/ the Driver's behalf, however it will not pay for these specialist services and any contract for services provided will be between You/ the Driver and the relevant specialist. If, in the AA's reasonable opinion, the Covered 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 Covered 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), if this is, in the view of the AA, required to provide assistance eg when a Vehicle has left the highway, is standing on soft ground or is stuck in snow or floodwater. In these instances the AA will arrange recovery but at Your cost. Once the Vehicle has been recovered to a suitable location, normal AA service will be provided, normal AA service will be provided.

m. Transporting animals

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

n. Participating 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'élégance' 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 Fleet Advantage Breakdown Cover does not provide for any vehicle recovery following an accident.

The AA may, if requested, be prepared to provide recovery following an accident but, if so, the person making the request 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, one of the Relay Plus services is required (and You have Relay Plus), the AA may, again, be prepared to arrange this 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 the Driver's responsibility to ensure that any requirements of the relevant motor insurer are properly complied with when making a claim under the relevant motor insurance policy.

General rights to refuse service

Please note: if a Customer is refused service by the AA the Customer has the right to request an explanation in writing (see 'Compliments and complaints' for Business Support 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 specialists costs

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 the Driver's responsibility to make sure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. 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

The Driver is not with the Covered Vehicle at the time of the breakdown and the Driver is unable to be present at the time assistance arrives;

c. Unsafe or unroadworthy vehicles

Where in the AA's reasonable opinion, the Covered Vehicle was, immediately before breakdown or accident, dangerous, overloaded, unroadworthy or could not otherwise have been lawfully used on the public highway;

d. Assisting where unsafe or unlawful

In the AA's reasonable opinion, and other than solely as a result of a failure on the part of the AA, the giving of service would involve a breach of the law (including, without in any way restricting the type of breach being referred to under this subclause, 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 Eligibility

Where the Driver cannot produce a valid entitlement 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 entitlement is held, the AA reserves the right to refuse service.

However if the Driver is unable to prove entitlement to 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 reasonable satisfaction that the relevant level of service entitlement was held at the time of the breakdown.

Any services provided under Relay Plus 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 Relay Plus was held at the time of the breakdown. Without prejudice to Your statutory rights, no refunds will be given if entitlement cannot be proved, or simply because Your Vehicle cannot be fixed at the roadside;

g. Unreasonable behaviour

The AA reasonably considers that You or the Driver: (i) or anyone accompanying you or the Driver, 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 or the Driver are entitled to services to which You or the Driver are not entitled; 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

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

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

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

Emergency nature of breakdown service

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 AA Fleet Advantage Breakdown Cover

8. You have the right to cancel Your AA Fleet Advantage Breakdown Cover within a 14 day 'cooling off period', commencing either from the agreement of the contract (which is the renewal date for renewing AA Fleet Advantage Breakdown Cover) or the receipt of the relevant cover documents, whichever happens later. The following refund policy will apply for customers cancelling within the cooling off period:

a) if the Customer joined already requiring assistance, the Customer will receive a full refund of the total Premium paid less the AA's charges for assistance provided. The minimum charge for this assistance is £130, which excludes any additional recovery charges paid for excess mileage (see under 'Relay', 'what is not covered').

AA Fleet Advantage Terms and Conditions

YOUR COPY TO KEEP

b) if the Customer did not join already requiring assistance, the Customer will receive a full refund of the Premium less a pro-rata charge for the period on cover and an administration charge of £10. You (and any Drivers) must not, in any event, make further use of the cancelled AA Fleet Advantage Breakdown Cover. Please note that there will be no separate or additional cooling off period(s) during the Subscription Year, regardless of any changes that are made to the AA Fleet Advantage Breakdown Cover.

9. If You wish to cancel after the cooling off period has expired, subject to any other statutory rights You may have, there will be no refund of the Premium.

10. The AA shall have the right to cancel any AA Fleet Advantage Breakdown Cover Policy if:

- the AA has been entitled to refuse service under clause 3g, page 16.
- AA Fleet Advantage Breakdown Cover was taken out where the AA was, or is, entitled to cancel an existing or previous cover under sub paragraph a) or b) of this clause.
- You are late in paying any sum due to the AA;
- You become insolvent or bankrupt or subject to any similar event or process;

No refund of Premium shall be due following a cancellation under sub-clause a) and b). In the event that the AA cancels an AA Fleet Advantage Breakdown Cover Policy in accordance with subclause c), the AA shall give Customers a pro rata refund of the Premium based on the unexpired Cover at cancellation provided no service has been given.

10. Changes to Your Cover - Subject to the Vehicle Specifications, the payment of any additional Premiums due and any other limits imposed by the terms of Your AA Fleet Advantage Breakdown Cover, You may:

- add new vehicles to Your AA Fleet Advantage Breakdown Cover;
- if You replace any of Your Covered Vehicles, add the replacement Vehicles to You

AA Fleet Advantage Breakdown Cover instead of the Covered Vehicle they replace;

- upgrade Your AA Fleet Advantage Breakdown Cover to another AA Fleet Advantage Breakdown Cover package

Please see General Exclusion (1) for details of when changes to Your AA Fleet Advantage Breakdown Cover take effect. The AA reserve the right to refuse to re-register any Vehicle which has previously been registered under Your AA Fleet Advantage Breakdown Cover in the same Subscription Year and to make administration charges if You request more than 3 changes in any Subscription Year

Autorenewal

12. AA Fleet Advantage Breakdown Cover will be automatically renewed at the end of each year. A reminder will be sent to advise of the cost of AA Fleet Advantage Breakdown Cover, and any changes to Terms and Conditions that will take effect at renewal. If You do not want to renew on this basis, You should notify the AA at least 7 days prior to renewal.

For information, this should be done by contacting AA Business Services on 0800 55 11 88 (option 1).

Please note that if you pay by Direct Debit and your account details change, we will approach your bank for, or receive from your bank updated details to help continue to provide the services you have requested.

Changes to Terms & Conditions

13. The AA is entitled to change any of the Terms and Conditions at renewal. The AA also reserves the right to make changes to these Terms and Conditions 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.

Changes to your Personal Details

14. Changes to Your details (including changes to Vehicle details) must be notified to the AA immediately. This must be done by contacting the AA on 0800 55 11 88 (option 1), by emailing fleetcustomers@theAA.com or by writing to: AA Business Services, Swallowfield One, Wolverhampton Road, Oldbury, West Midlands B69 2AG. Please note changes to Your details can only be made by the named contact(s) on Your account.

Matters outside the AA's reasonable control

15. 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, 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.

Exclusion of liability for loss of profit etc

16. The AA shall not, in any event, and to the extent permitted by law, have any responsibility for

- any increased costs or expenses; or
- any loss of
 - profit; or
 - business; or
 - contracts; or
 - revenue; or
 - anticipated savings; or
- or any special, or indirect or consequential losses incurred as a result of or in connection

with any service, whether resulting from tort (including negligence or breach of statutory duty), breach of agreement or otherwise. For the avoidance of doubt, nothing in this clause or these Terms and Conditions shall exclude or restrict the AA's liability for negligence resulting in death or personal injury. You shall ensure that Your Drivers are aware of this and that this is a condition of receiving assistance.

Enforcement of Terms & Conditions

17. 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.

18. None of the Terms and Conditions, or benefits, of AA Fleet Advantage 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.

Use of headings

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

Interpretation: use of English law & language

20. AA Fleet Advantage 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 AA Fleet Advantage Breakdown Cover is the United Kingdom. The Terms and Conditions are written in English and all correspondence entered into shall be in English.

AA Fleet Advantage Terms and Conditions

YOUR COPY TO KEEP

Part 2. AA Fleet Advantage Breakdown Cover Arrangement and Administration Contract – Your Contract with AAIS

AA Fleet Advantage Breakdown Cover and Administration Contract - Your Contract with AAIS

Set out below are the Terms and Conditions of your contract with Automobile Association Insurance Services Limited (“AAIS”) relating to AAIS’s arrangement and administration of your AA Fleet Advantage Breakdown Cover.

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 AA Fleet Advantage Breakdown Cover and your contract with AAIS will terminate simultaneously with the termination of the related AA Fleet Advantage Breakdown Cover (whatever the reason for such termination).

1. Who regulates AAIS?

AAIS is authorised and regulated by the Financial Services Authority (FSA). The FSA 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 FSA’s register by visiting their website www.fsa.gov.uk/register or by contacting 0845 606 1234. Our FSA registration number is 310562.

2. Which companies does AAIS deal with?

AAIS deals with The Automobile Association Limited which underwrites Roadside Assistance, Home Start and Relay, and Acromas Insurance Company Limited which underwrites Relay Plus. AAIS acts as an agent of these underwriters, when arranging payments or refunds of your premium. These are the only underwriters of breakdown assistance available through AAIS. AAIS may renew your cover to a different underwriter or notify you of a future change if the underwriter of AA products 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 cover: AAIS will provide you with information on the breakdown cover available from the insurer(s) under AA Fleet Advantage Breakdown Cover and will ask you some questions to help narrow down the level and type of that breakdown cover of interest to you. You will not receive advice or any recommendation on which level or type of breakdown cover to buy and you will need to make your own choice on which level and type of breakdown cover you require.

- Arranging breakdown cover. Once you decide what cover you require, AAIS will arrange this for you with the insurer(s), dealing with payment and issuing the relevant Fleet Advantage Breakdown Cover documentation and card(s).
- Administering breakdown cover: After arranging breakdown cover AAIS will administer it on your behalf, including supplying replacement Fleet Advantage Breakdown Cover documentation, keeping your Fleet Advantage Breakdown Cover records up to date, dealing with enquiries; changes to payment methods, renewals (including Autorenewal) of Fleet Advantage Breakdown Cover and cancellations (including refunds of premium on behalf of the insurer(s)).
- Making changes to breakdown cover: If during your Fleet Advantage Breakdown Cover you wish to change the type or level of cover AAIS will provide you with information to help you make your choice and will arrange any changes with the insurer(s), including dealing with any additional payments and issue any relevant Fleet Advantage Breakdown Cover documentation and card(s).
- If, during the currency of your AA Fleet Advantage Breakdown Cover, the relevant insurer wishes to alter the Terms & Conditions of Fleet Advantage Breakdown Cover, 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.

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 and when they are payable, will be advised in the contract, in the accompanying letter or separately in writing.

AAIS may charge an additional fee of up to two per cent of the transaction value if you pay by credit card (the ‘credit card charge’). You will be advised, in advance, if this fee will apply, and the amount payable. Subject to any statutory rights you may have as a consumer, AAIS will only refund its fees in the circumstances set out in the following AA Breakdown Cover Policy General Terms & Conditions:

- where premium is refunded under clause 3f, page 16; or
- where you cancel under clause 8a, page 16; or
- where you cancel under clause 8b, page 16 in which case any refund will be subject to AAIS making a cancellation charge of £20.

Please note: any refund AAIS makes of its fees under b) or c) above will not include a refund of any credit card charge which has been paid by you.

AAIS will also tell you about any other charges relating to your AA Fleet Advantage Breakdown Cover. AAIS will also tell you about any other charges relating to your AA Fleet Advantage Breakdown Cover.

5. Changes to Terms & Conditions

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

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 systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default or suppliers or subcontractors, 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

- any increased costs or expenses; or
- any loss of
 - profit
 - business
 - contracts
 - revenue
 - anticipated savings; or
- for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise.

For the avoidance of doubt, nothing in this clause or these Terms & Conditions shall exclude or restrict the 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 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.

9. Interpretation: use of English law & 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 complaint?

If you wish to register a complaint about the services you have received from AAIS, please contact

By phone: 0845 607 6727

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

By email: fleetcustomers@theAA.com

If you cannot settle your complaint with AAIS you may be entitled to refer it to the Financial Ombudsman Service.

AA Fleet Advantage Terms and Conditions

YOUR COPY TO KEEP

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

The activities of AAIS in arranging AA Fleet Advantage Breakdown Cover are covered by the FSCS. You may be entitled to compensation from the scheme if AAIS 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 or telephone 0207 892 7300.

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 Information

1.1 The Acromas Holdings Limited group of companies, of which the AA group of companies* (including The Automobile Association Limited, AA Limited, Automobile Association Insurance Services Limited and Automobile Association Finance Limited) forms a part ("we") will use Your personal information for the following purposes:

- a) to identify You when You contact us;
- b) to help identify accounts, services and/or products which You could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information You have provided, any information we hold about You and information from third party agencies (including credit reference agencies);
- c) to help administer, and contact You about improved administration of any accounts, services and products we have provided before, or provide now or in the future;
- d) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
- e) to help to prevent and detect fraud or loss;
- f) to contact You in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by the AA and/or selected partners unless You have previously asked us not to use the relevant personal data for such purposes;
- g) where the AA is contacted for breakdown assistance service using a mobile telephone the AA or the AA's agents may provide details of the relevant telephone number to the mobile telephone network providers, through the AA's agent, to enable the AA to record the geographical location of the handset as part of the breakdown information in order to assist the AA in locating the caller.

*A list of companies forming the group of companies is available from the Data Protection Officer at the address given below.

1.2 We may allow other people and organisations to use information the AA hold about You for the purpose of providing services You have asked for, as part of the process of selling one or more of businesses, or if we have been

legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard Your personal information.

1.3 We may monitor and record communications with You (including phone conversations and emails) for quality assurance and compliance reasons.

1.4 We may check Your details with fraud prevention agencies. If You provide false or inaccurate information and suspects fraud, We will record this. The AA and other organisations may use and search these records to:

- a) help make decisions about credit and credit related services for You and members of Your household;
- b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for You and other members of Your household;
- c) trace debtors, recover debt, prevent fraud and to manage Your accounts or insurance policies; and
- d) check Your identity to prevent money laundering unless You give the AA other satisfactory proof of identity.

1.5 If You need details of those fraud prevention agencies from which the AA may obtain and with which the AA may record information about You or the List of Companies forming the AA Group, please write to the AA's Data Protection Officer at The Automobile Association, Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA.

1.6 Where You give the AA information on behalf of someone else, You confirm that You have provided them with the information set out in these provisions and that they have not objected to such use of their personal information. Where You give the AA sensitive data about yourself or another person (such as health details or details of any criminal convictions) You agree (and confirm that the other person has agreed) to the AA's processing such information in the manner set out in these provisions. Please ensure that Your drivers are aware that the AA may provide You details of any or all requests for service made under AA Fleet Advantage Breakdown Cover.

AA Company Details

The Automobile Association Limited is incorporated with limited liability in Jersey number 73356. Registered Office: 22 Grenville Street, St Helier, Jersey JE4 8PX, Channel Islands. It is an insurer of breakdown assistance services cover that is exempt from authorisation under the Financial Services and Markets Act 2000. Head Office: Fanum House, Basingstoke, Hampshire RG21 4EA. Branch registered in England and Wales number BR004875.

Acromas Insurance Company Limited is authorised and regulated by the Commissioner of Insurance, Financial Services Commission, Gibraltar, and regulated by the Financial Services Authority, United Kingdom. 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 authorised and regulated by the Financial Services Authority (FSA). Registered Office: Fanum House, Basingstoke, Hampshire RG21 4EA. Registered in England and Wales number 2414212.

Useful Contact Information (Breakdown Assistance only)

For help following a breakdown in the UK

Breakdown Assistance:
0870 419 2483

Email enquiries:
fleetcustomers@theAA.com

Compliments and complaints:
0870 608 0277 (Monday to Friday, 9am to 5pm)

Follow up enquiries: (after a breakdown is completed)
0870 608 0277 (Monday to Friday, 9am to 5pm)

General breakdown enquiries:
0800 55 11 88 (Monday to Friday, 9am to 5pm) (option 1)

For help following a breakdown in the Republic of Ireland (under discretionary / reciprocal arrangements)

AA Ireland:
00 800 88 77 66 44

SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation by calling 07900 444 999.

Information is available in large print, audio and Braille on request. Please call 0800 262 050 for details. Deaf, hard of hearing or speech-impaired customers who have a textphone can call 0800 32 82 810.