

# AA Breakdown Repair Cover for Business

Terms & Conditions Booklet and  
Arrangement & Administration Contract

For customers taking out cover on or after  
1st February 2016



## Welcome to AA Breakdown Repair Cover

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

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

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

These Terms and Conditions are valid for Customers who purchase on or after 1st February 2016.

**PLEASE NOTE THAT YOUR VEHICLE MUST HAVE BROKEN DOWN AND BEEN ASSISTED UNDER YOUR AA FLEET BREAKDOWN COVER TO BE ABLE TO CLAIM UNDER THIS POLICY.**

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

For claims please call **0344 209 2518**

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Part 1: AA Breakdown Repair  
Cover Policy Wording  
and Useful Information

## AA BREAKDOWN REPAIR COVER – POLICY SUMMARY

This policy summary provides you with basic details of your AA Breakdown Repair Cover. This is not a statement of the full terms and conditions of your cover, which can be found in your policy wording, located later in this booklet.

AA Breakdown Repair Cover helps with the costs of repairs and replacement of parts following a breakdown to a vehicle that you have nominated.

The cover runs alongside the breakdown assistance provided by your AA Fleetwide Breakdown Cover and will only be valid if AA Fleetwide Breakdown Cover is current.

Your AA Breakdown Repair Cover is underwritten by Acromas Insurance Company Limited.

### 1. Features and benefits of AA Breakdown Repair Cover

#### AA Breakdown Repair Cover will cover

The cost of repair and/or the cost of replacement of certain parts when the nominated vehicle has suffered a breakdown and you are unable to safely continue your journey.

In order for cover to apply the vehicle must:

- breakdown as a result of mechanical or electrical failure, and
- as a result, be prevented from continuing its journey safely, and
- have been attended by the AA under your AA Fleetwide Breakdown Cover, and
- need the repair or replacement of part(s) to start or continue your journey.

(Please see page 13 for details of parts covered)

Up to £500 for parts, labour and VAT per claim.

Up to 3 paid claims per vehicle, per year.

#### Significant exclusions or limitations

##### AA Breakdown Repair Cover will not cover

- The first £35 of each claim.
- Failure of parts as a result of wear and tear.
- Any breakdown that has not been attended by the AA under your AA fleet breakdown cover.
- Any claim arising in the first 14 days of this cover; you can only claim for a breakdown, which occurs on or after day 15. In the event of a change of or additional vehicle you cannot make a claim until that vehicle has been on cover for at least 14 days.
- Motor caravans, caravans and other trailers, kit cars or any vehicles used to carry goods for reward including haulage, the provision of courier services, or parcel delivery.
- Garage labour costs exceeding £85 per hour, excluding VAT.

### 2. When does my cover commence?

Cover commences 14 days after your policy start date. The cover runs alongside Your AA Fleetwide Membership and will only be valid while Your AA Fleetwide Membership is current or until You or the Insurer use their right to cancel.

### 3. What if I want to cancel my AA Breakdown Repair Cover?

If you need to cancel your cover contact the Automobile Association Insurance Services on 0800 55 11 88.

For claims please call **0344 209 2518**

You will for a period of 14 days from the date you receive your policy documentation (cooling off period) have the right to cancel this policy and receive a full refund, providing you have not claimed on your policy. If you cancel during the cooling off period, but on or after your cover commences, and no claim has been made, you will be entitled to a full refund of your total payment. If a claim has been made during this period then you will be entitled to a full refund of your total payment but you will need to repay the Insurer the full amount of the claim.

Beyond this period, you will still be entitled to cancel this policy but no refund will be made to you.

If you have continuous AA Breakdown Repair Cover, paying monthly or quarterly, you may cancel the cover at any time by giving a minimum of 30 days notice.

#### **4. What if I need to make a claim?**

If the Nominated Vehicle cannot be repaired at the roadside by the attending AA Patrol and requires the repair or replacement of a part, it should be taken without delay to a VAT registered garage. The repairer must call the Claims helpline on: 0344 209 2518, to obtain confirmation of cover and authorisation before repairs are started.

#### **5. What if I want to make a complaint?**

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

Phone: 0370 608 0277

Email: [fleetcustomers@theaa.com](mailto:fleetcustomers@theaa.com)

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

Text relay is available for deaf, hard of hearing or speech impaired customers.

If you are unhappy with the final response, you may be entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

#### **6. Is there any protection for me if Acromas Insurance Company Limited is unable to meet its liabilities?**

Acromas Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Acromas Insurance Company Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claims. For claims against insurers you are covered for 90% of the claim, without upper limit.

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100 or 0207 741 4100.

For claims please call **0344 209 2518**

## Useful contact information

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

### Opening hours:

Monday to Friday – 9am to 5pm

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

Please call 0800 262 050 for details.

## If you need to make a Claim

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### Step 1

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

### Step 2

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

### Step 3

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

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

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

### Step 4

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

At that time the Claims Department will need:

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

### Step 5

The Claims Department will confirm whether the repair is covered under the terms of your AA Breakdown Repair Cover. In some circumstances it may be necessary to appoint an independent engineer to inspect the vehicle to assess whether the claim falls within Your AA Breakdown Repair Cover.

Agreed costs will, where possible, be settled directly with the garage on completion of the repair. If the selected garage is part of the Breakdown Repair Cover Garage Network, you will only need to pay the policy excess of £35 for repairs covered under your policy up to the claim limit of £500.

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

Claims should be sent to the following address:

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

For claims please call **0344 209 2518**

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

### **Financial Services Compensation Scheme (FSCS)**

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

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

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

Further details of eligibility for the Financial Services Compensation Scheme can be found at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100 or 020 7741 4100.

## **FREQUENTLY ASKED QUESTIONS**

### **Do I have to keep my fleet regularly serviced?**

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

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

### **Can I claim straightaway?**

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

### **Can I take my vehicle directly to my garage?**

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

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

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

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

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

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

### **Who can I talk to if I still have questions?**

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

## **About your renewal**

### **Renewal**

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

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

For claims please call **0344 209 2518**

## Auto-renewal

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

## If you need to complain

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

a) There are several ways you can contact us:

Phone: 0800 551188  
Email: [fleetcustomers@theaa.com](mailto:fleetcustomers@theaa.com)  
Post: Business Support,  
AA Business Services  
Swallowfield One,  
Wolverhampton Road, Oldbury,  
West Midlands B69 2AG

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

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

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

Phone: 0800 023 4567 or 0300 123 9 123  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Post: The Financial Ombudsman Service  
Exchange Tower, London E14 9SR

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

For claims please call **0344 209 2518**

## AA BREAKDOWN REPAIR COVER – ABOUT YOUR POLICY

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

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

### **Introduction to your AA Breakdown Repair Cover**

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

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

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

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

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

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

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

**'AAIS'** Automobile Association Insurance Services Limited.

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

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

**'Eligible Event'** A breakdown involving the Nominated Vehicle:

- a) as a result of Mechanical or Electrical Failure; and
- b) which has been attended by the AA under Your AA Fleetwide Breakdown Cover; and
- c) that has prevented the Nominated Vehicle from continuing its journey safely; and
- d) that requires the repair or replacement of insured part(s) to enable the journey to be resumed or commenced; and
- e) where any subsequent claim has been authorised by Us.

**'Insurer'** Acromas Insurance Company Limited.

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

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

For claims please call **0344 209 2518**

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

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

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

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

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

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

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

**'We/Us'** The Insurer.

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

For claims please call **0344 209 2518**

## AA BREAKDOWN REPAIR COVER – YOUR POLICY IN FULL

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

For claims please call **0344 209 2518**

## Parts insured under AA Breakdown Repair Cover

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

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

For claims please call **0344 209 2518**

## GENERAL EXCLUSIONS APPLICABLE TO ALL OF THE POLICY

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

For claims please call **0344 209 2518**

## GENERAL CONDITIONS APPLICABLE TO ALL OF THE POLICY

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

### 1. Period of cover

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

### 2. Limitations to cover

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

### 3. Claims/Repair authorisation

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

For claims please call **0344 209 2518**

- f) If the Insurer finds that repairs were made to a vehicle, which was not nominated or, had not been nominated for 14 days prior to the breakdown You will be liable for the full costs of the claim.
- g) If a claim has been paid and it is subsequently found that You have not paid Your premium for the period in which the claim occurred, the Insurer will be entitled to charge You for the full amount of the claim.

#### **4. Service Control – usage levels**

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

#### **5. Fraudulent claims**

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

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

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

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

#### **6. Cancellation rights and procedures**

##### **Your Right to Cancel**

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

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

##### **Cancellation by the Insurer**

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

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

For claims please call **0344 209 2518**

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

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

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

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

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

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

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

## **1. Who regulates AAIS?**

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

## **2. Which companies does AAIS deal with?**

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

## **3. What services does AAIS provide?**

AAIS provides the following services to you:

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

**For claims please call 0344 209 2518**

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

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

#### **5. Changes to Terms & Conditions**

Annual cover: AAIS is entitled to change any of these Terms & Conditions at renewal. AAIS also reserves the right to make changes to these Terms & Conditions during the policy year, on the giving of reasonable notice, where it reasonably considers this necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

#### **6. Matters outside AAIS's reasonable control**

AAIS shall not be liable for service failures where it is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside AAIS's reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle equipment or system failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

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

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

- (a) any increased costs or expenses;
- (b) any loss of
  - (i) profit
  - (ii) business
  - (iii) contracts
  - (iv) revenue or
  - (v) anticipated savings; or

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

#### **8. Third parties**

None of the Terms and Conditions, or benefits, of this contract are enforceable by anyone else other than the insured. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

#### **9. Interpretation: Use of English Law and Language**

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

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

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

For claims please call **0344 209 2518**

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

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

AAIS is covered by the FSCS. You may be entitled to compensation from the scheme if AAIS cannot meet its obligations in arranging AA Breakdown Repair Cover. General insurance provided by a regulated insurer such as Acromas Insurance Company Limited is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100 or 0207 741 4100.

**12. Use of headings**

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

For claims please call **0344 209 2518**

## AA COMPANY DETAILS

**Automobile Association Insurance Services** is an insurance intermediary authorised and regulated by the Financial Conduct Authority. Registered office: Fanum House, Basing View, Basingstoke RG21 4EA. England and Wales. Company registration number 2414212.

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

For claims please call **0344 209 2518**

## Your responsibilities

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



that your nominated vehicles comply with the eligibility requirements under the section **AA Breakdown Repair cover – about your policy** and



your vehicle must have broken down and have been attended by the AA under your AA Fleet Breakdown Cover.

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

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

When you break down call the AA on  
**0800 420 420**

Claims Helpline  
**0344 209 2518**

Queries or Changing Your Vehicle  
**0800 55 11 88**