

Fleet Europe Standard Cover Policy

Please read these terms and conditions.

Valid for Fleet Europe policies purchased or renewed since February 2009

This policy is underwritten by Acromas Insurance Company Limited, 57–63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). UK branch address: Acromas Insurance Company Limited, Enbrook Park, Folkestone, Kent CT20 3SE.

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.

Your Right to Cancel

You have the right to cancel the cover within 14 days from your receipt of the cover documentation or our receipt of the payment, if later (the 'cooling-off period'). You will be entitled to a refund of the premium, less a pro rata charge for the period of cover and our administration charge. You should, if requested promptly return any breakdown cover card provided and must not, in any event, make further use of the cancelled cover.

If you wish to cancel after the cooling-off period has expired, and subject to any other statutory rights you may have, the AA will not be obliged to give refunds for any unexpired proportion of cover. We will, however, allow the cover to be transferred to other eligible company vehicles. For the avoidance of doubt, there will be no separate or additional cooling-off period(s) following, or in relation to, any change to your cover which is made or requested during currency of your cover.

This policy will cover your driver and members of the party for the whole of the overseas trip in the circumstances detailed below, subject to the limitations of terms, conditions and exclusions given.

Geographical Limits Where Cover Applies

Cover applies within the following geographical limits. You and your vehicle must stay together within these limits at all times; if you travel or intend to travel outside these countries, with or without your vehicle, your cover for both yourself and your vehicle will become invalid and we will not arrange assistance for you nor pay any claims.

The following countries of mainland Europe: Andorra, Austria, Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden and Switzerland. Cover does not apply to territories beyond mainland Europe. Cover can only be used for journeys where you take a vehicle overseas by waterborne craft or Eurotunnel, and not for crossing estuaries and non-tidal waterways.

For travel from Northern Ireland to the Republic of Ireland cover begins upon arrival in the Republic of Ireland. There is no cover for travel within Northern Ireland and the Driver must seek assistance under your company's AA UK membership.

We reserve the right to amend the geographical limits of cover in the event of war, civil disturbance, riot or radioactive contamination.

There is no cover under this policy for events occurring on your way to the port of embarkation or on your way home from the port of disembarkation – if you have any problems on your way to or from the port, you will not be covered under Fleet Europe but under the applicable benefits of your Company's AA membership in the UK and should ask for help from the appropriate UK Emergency Centre.

Country of departure

Great Britain, Northern Ireland, Isle of Man or Channel Islands.

We Cover the Following Vehicles

Company owned cars or light commercial vehicles registered under the Fleet Europe scheme and caravans or luggage trailers if the additional premium for a towed vehicle has been paid. All vehicles must be under 15 years of age, built to manufacturer's specifications and in a fully roadworthy condition and serviced according to the vehicle manual. The number of passengers must not be more than the vehicle is designed to carry and for whom seats and restraints are fitted and in all cases the maximum number we cover is eight people including the driver. We will not cover you for any claims arising from or in connection with the delivery of goods or equipment to commercial deadlines or if you are carrying paying passengers.

There is no cover for personal effects/goods/vehicles/boats or other waterborne craft on or in your vehicle/trailer, which remains your responsibility at all times.

Maximum vehicle dimensions

Gross laden weight 3.5 tonnes (3,500 kg)
Length 7 metres (23 ft)
Height 3 metres (9ft 10 ins)
Width 2.3 metres (7 ft 6ins)

Definitions

Period of Cover Any overseas trip in a vehicle covered within your AA membership period. Cover begins on embarkation of the outward-bound ferry/Eurotunnel and ceases immediately on disembarkation from the inward bound ferry/Eurotunnel.

We/Us means Acromas Insurance Company Limited, the underwriters of this cover.

You means the company named as the relevant Fleet Europe member who has taken out cover under this policy.

The Driver means any person authorised by the company to take the vehicle overseas who is deemed to be the company's authorised representative, eligible for assistance overseas under these terms and conditions.

The Party means the driver and any persons travelling in the vehicle for the full duration of the trip with the company's permission.

The Trip means an overseas journey in The Vehicle starting and ending in the United Kingdom within the Period of Cover.

The Vehicle means a vehicle permanently registered in the United Kingdom and covered under the terms of AA Fleet Membership for which an additional fee has been paid to extend cover for European travel.

Note see 'We cover the following Vehicles' above.

Breakdown means the unexpected complete immobilisation of your vehicle due to mechanical disruption, which affects the mobility or security of your vehicle or renders it unsafe to drive.

Accident means an incident on the highway, which has rendered your vehicle undriveable or unsafe to drive.

Motor Vehicle Insurance

Fleet Europe cover is not motor vehicle insurance. It is your responsibility as a company to check with your motor insurer to extend your motor vehicle insurance to provide overseas cover.

If you have a road traffic accident, you must supply your motor vehicle insurance details to us when we ask for this information.

If you do not supply us with the details of valid motor vehicle insurance for your vehicle at any time when we ask you for this information, we reserve the right not to provide you with assistance.

You must advise us if your vehicle has a mechanical warranty. While we will provide immediate assistance at the roadside, it is your responsibility to ensure that any subsequent repairs are in accordance with and do not invalidate your vehicle warranty.

Mobile Phones

Mobile phones are convenient, but expensive. Even if you ask someone to call you back on your mobile you may still have to pay for the call. You will also be charged for any calls made on a mobile to a freephone number. These costs are not covered under your policy in any circumstances.

Limitations of Cover and Service

There are differences between the service the AA will provide within the UK and the service we are able to arrange for you when you are travelling overseas within Europe. While we will make every effort to help, within the terms of this policy, there will be differences and limitations in services available. The list below is not intended to be exhaustive nor does it replace the terms and conditions of the cover provided or other information given within this booklet. However, it will highlight some of the key areas.

Fleet Europe cover is not an extension of AA membership benefits into Europe but is instead subject to the terms and conditions as shown in this policy booklet.

AA patrols do not operate in Europe. Roadside Assistance will usually be provided through a garage or, if you are visiting a country where a sister motoring organisation operates, a local patrol may assist.

European garage mechanics and patrols are unlikely to speak English. If you need help, ring the AA helpline.

National holidays and working hours vary throughout Europe. This will impact on the service we are able to provide for you, especially during busy periods.

Third-party service providers, including garages, repairers, recovery operators, car hire companies etc, are not approved by the AA and do not act as agents of the AA.

The AA cannot be held liable for any acts or omissions of any such garages or other third parties.

While we will try to source a replacement vehicle that meets your needs, we cannot guarantee replacement vehicles of a specific make, model or type. Please see [Section 2 Alternative Travel Arrangements](#) - Notes for vehicles that are particularly difficult to source.

Any goods being carried remain your responsibility. The AA accepts no responsibility for any loss of, or damage to, them.

Vehicle recovery is not AA Relay and usually vehicles are only recovered unaccompanied.

Vehicle recovery from Western Europe will take on average eight to 14 working days. At busy periods and from further destinations, recovery may take longer.

All services and benefits can only be applied **strictly** within the terms and conditions stated in the policy. No concessions will be made under any circumstances to meet or accommodate specialised activities or business arrangements.

We do not accept any liability for loss of income arising from any commitment or contractual agreement you may have in connection with your business or to any third parties.

We cannot accept any responsibility or liability for any vehicle or its contents, which have been left overseas, prior to their collection by our transporters or for the onward movement of vehicles and/or their contents to their destination. This will remain the driver's/policy holder's and/or the motor vehicle insurer's responsibility.

All benefits show the maximum payable per trip, irrespective of the number of incidents.

Fleet Europe Cover ('The Cover')

If your vehicle is stranded on the highway as a result of accident or breakdown, the cover will provide, within the geographical limits, subject to all relevant terms, conditions and exclusions contained in this booklet, for the arrangement of emergency roadside assistance and, where appropriate, vehicle recovery to the UK, emergency alternative travel or accommodation assistance and legal protection.

1 Roadside assistance and emergency repair

What we will cover

We will arrange emergency help for you and cover costs within the following limits for:

Roadside assistance, towage and garage repairs up to £250 overall maximum. This includes up to £100 for garage labour costs within this total amount.

We will locate and despatch spare part(s) needed to complete repairs overseas and pay for location and delivery costs but not the cost of the part(s).

What we will not cover

Any costs for replacement part(s), tyre(s), body glass, fuel, lubricants or other fluids, key(s), or other materials.

Any costs for a locksmith, body glass, tyre or other specialist. If we consider that their services are needed, we will seek to arrange this on your behalf, but will not pay for the cost of the call out nor any repair.

Any costs resulting from failure to maintain or service the vehicle in accordance with the manufacturer guidelines.

Any costs for non-emergency repairs such as radios, cd players and heated rear windows.

Any non-essential repairs, damage to paintwork or other cosmetic repairs or repairs of air conditioning or climate control faults which do not affect the mobility or security of your vehicle nor render it unsafe to drive.

Any costs incurred because you are not carrying a spare set of vehicle keys and other vehicle access device (where a spare set of keys or a second vehicle access device are supplied by the Manufacturer), a legal and serviceable spare wheel(s) and tyre(s) or an 'instant mobility system' where this is supplied with your vehicle.

Any cost covered under your vehicle's warranty.

Any costs incurred where the vehicle is overloaded, used in rallying, off-road driving or in the Nurburgring or for motorsports.

Any costs for replacement spare parts. We will ask you to pay for any spare parts at the time they are ordered for you.

Any costs of delay or detention by Customs or other officials or import dues.

Any costs resulting from the loss or damage to vehicle components removed or dismantled during repair or examination of the vehicle.

Any costs incurred where your vehicle has left the highway and is in a ditch, standing on soft ground, sand or shingle, or stuck in water or snow. If you ask for assistance for recovery to a place of safety we will endeavour to arrange help for you but it will be at your cost.

Any matter excluded from cover under the General Terms and Conditions.

Notes/action points for drivers

We reserve the right to refuse to provide or arrange breakdown assistance services if you are not present at the scene of the breakdown or accident.

We will only seek to arrange a guarantee of costs within the limits we cover and you will have to pay the repairing garage for extra costs or the costs of parts.

Repair costs can vary from those in the UK and may be more expensive.

If we cannot arrange for a garage to accept our guarantee of costs, we will ask you to pay for any repairs undertaken at the time and reclaim insured costs when you return home.

If you are not the owner of the vehicle, you must check with the owner before you authorise any repairs.

We cannot guarantee that any tow to a local repairer will be within opening hours or that the repairer will be available to undertake any necessary repair immediately.

Please pay careful attention to the note **Important Limitations of Service** regarding the nature of our relationship with the third party service providers such as garages, repairers and recovery agents.

If you insist on authorising lengthy or expensive repairs contrary to our advice, we reserve the right to refuse any further service.

Before you pay the bill and take your vehicle away from the garage, check the work carefully to make sure it is satisfactory, as it may be very difficult for you to get any redress after you have paid the bill and returned home.

If the garage cannot complete the repairs within eight hours or until after your return home, you must contact us to discuss your options. You must also keep in touch with us to confirm any further entitlement under the benefits.

We cannot guarantee that spare parts will be available, especially for older vehicles, where parts may be impossible to locate.

We are not liable for local variations in the cost of spare parts located overseas.

Standard UK spare parts may not be available locally and delays may occur in location and delivery from the UK.

2 Alternative travel arrangements

If the repairer estimates that the repairs to your vehicle will take more than eight hours, we will cover your reasonable costs for alternative necessary travel for the driver and members of the party, as set out below.

What we will cover

Reasonable additional expenses from one or a combination of:

1. Contribution towards car hire costs up to £75 per day
2. Air fares (economy)
3. Rail fares (standard)
4. Local taxi fares
5. Any other transport equivalent to second-class rail fares

Overall limit 1-5 is up to £750 per party, per trip.

What we will not cover

All other charges arising from your use of the hire vehicle such as fuel costs, any insurance excess charges, if you keep the vehicle longer than the period of hire agreed with us or do not follow our or the hirer's instructions to return the vehicle. You must pay these costs direct to the hirer.

Any costs incurred following your return to the UK.

Anything mentioned as not covered under [Section 1 Roadside Assistance and Emergency Repair](#).

Any costs incurred for a hire car that has not been arranged by us unless we have agreed with you to do so.

Anything mentioned as not covered under [General Terms and Conditions](#).

Notes/action points for drivers

Car-hire companies' terms may change and do vary. The requirements listed above are not exhaustive and compliance with them does not guarantee availability of a hire car. If you do not comply with the Hire Company's terms or fail to return the vehicle to them as agreed, the Hire Company may take action against you.

We cannot guarantee that hire cars will be available in all circumstances. You must be able to comply with the hirer's terms and conditions, which may, for example, include:

- production of a full driving licence including any endorsements, valid at the time of issue of the hire vehicle (some companies may require additional information). If you have a photocard style licence, you must carry the paper counterpart (D740) as well
- production of a credit card
- drivers must be within the hirer's minimum/maximum ages for the hire and comply with legislation in the country concerned and must have held a full driving licence for 12 months or more.

We cannot guarantee car hire availability or equivalent replacement for your own vehicle. Multi purpose vehicles, four-wheel-drive vehicles, minibuses, vans, motorcycles and vehicles with automatic transmission in particular are difficult to hire.

We cannot guarantee replacement vehicles can be supplied with a tow bar, and therefore your caravan or trailer may have to remain with, and then be recovered with, your immobilised vehicle.

We cannot arrange a replacement mobile caravan or trailer, nor can we arrange for replacement roof boxes. Personal effects/goods/ vehicles/ boats or other waterborne craft carried in or on your vehicle/caravan/trailer remain your responsibility at all times.

In parts of Europe, hire cars are not permitted to cross national frontiers and it may be necessary to change hire cars at national borders. If you do not follow our, or the hirer's instructions, you must pay any additional costs you incur.

For car hire or other alternative travel costs, wherever possible we will arrange and pay costs within the above overall limit. If the hirer will not accept our guarantee, we will ask you to pay and make a claim for these costs on your return home.

If your own vehicle is specially adapted for you or your party's needs, it is unlikely that we will be able to locate a similarly adapted vehicle overseas. We will seek with you to find a suitable alternative method of travel, within the benefit limit.

3 Emergency accommodation

If the repairer estimates that repairs to your vehicle will take more than eight hours, we will cover your reasonable costs for necessary additional emergency accommodation as set out below.

What we will cover

Reasonable additional costs over and above those you have budgeted for overnight accommodation up to £25 per person, per night to a total maximum of £400 per party, per trip.

What we will not cover

Meals, drinks, telephone calls and newspapers or any other costs incurred by you or your party. You must settle these direct with the hotel before leaving.

Costs which you would have paid, had no problem with your vehicle occurred.

Anything mentioned as not covered under [Section 1, Roadside Assistance and Emergency Repair](#).

Anything mentioned as not covered under [General Terms and Conditions](#).

Notes/action points for drivers

We will arrange and pay costs wherever possible. Where our guarantee is not accepted, you should pay and make a claim for these costs on your return home.

4 Vehicle recovery in the UK

If repairs cannot be completed in time for your planned return home.

What we will cover

The cost of unaccompanied recovery for your vehicle to your home, or nominated vehicle repairer in the UK up to the current market value of your vehicle.

We will also cover any reasonable storage charges incurred in the recovery.

We may, at our discretion and depending on circumstances, arrange and agree with you an alternative method of recovery such as vehicle collection or replacement driver and cover reasonable costs, as follows:

If repairs are started but not completed before your planned return home, we will arrange with you and pay for one person's reasonable travel and accommodation costs to go directly overseas to collect your vehicle.

If the treating doctor overseas certifies in writing that the only driver in your party is unfit to drive, we will arrange and pay for a replacement driver to bring your vehicle home. We may also, at our discretion, bring home those members of your party who are fit to return and for whom there are enough seats, taking into account that used by the replacement driver.

What we will not cover

Recovery of your vehicle if we calculate it to be beyond commercial economic repair. We will never pay more than the value of the vehicle to bring it home. If we advise you that your vehicle is beyond commercial economic repair, we will give you up to eight weeks after the original incident to agree suitable alternative arrangements with us for the recovery or disposal of your vehicle. If we have no agreement after eight weeks, we will consider you have authorised us to dispose of your vehicle.

Recovery where your vehicle only needs minor or inexpensive repairs or the local garage can complete repairs before your planned return home. We may agree vehicle collection with you in these circumstances if repairs cannot be completed by your booked return date.

Recovery where the local garage can complete repairs before your return date.

Any costs incurred as a result of the garage dismantling your vehicle for repairs, which are then halted for any reason. Neither the garage nor we will accept responsibility for any parts returned in your vehicle.

Any costs in respect of anything being carried in your vehicle which is left with the vehicle during recovery. The contents of your vehicle always remains your responsibility and any items left with the vehicle for recovery are left at your own risk.

Any losses resulting from delay in recovering your vehicle.

The cost of additional transit risk insurance. You should contact your motor vehicle insurers to ensure you have any additional cover required.

The replacement cost of your vehicle or any salvage money if your vehicle is beyond commercial economic repair.

Transportation costs for a repaired vehicle.

Separate transportation costs for personal effects/goods/vehicles/boats or other waterborne craft carried in or on your vehicle/trailer. These remain your responsibility at all times.

Any repair costs after we have recovered your vehicle to your home or chosen garage in the UK.

Any claim for the cost of a replacement driver where at the time of taking out this cover you were aware of any pre-existing medical condition that could affect the ability of the main driver or drivers to drive the vehicle.

Any costs for Medical repatriation for you or any member of your party if you are unfit to drive. All your arrangements must be made for you by your personal travel insurer.

Any cost in respect of fuel or tolls where we have arranged a replacement driver.

Any vehicle collection costs where the overseas garage has not started the necessary repairs to put your vehicle back on the road before you return home.

Anything mentioned as not covered under [Section 1, Roadside Assistance and Emergency Repair](#).

Anything mentioned as not covered under [General Terms and Conditions](#).

Notes/actions for drivers

Vehicle recovery from Western European countries may take eight to 14 working days. At busy periods or from farther destinations, recovery may take longer.

Before you leave your vehicle for recovery, you should remove all valuables and make sure anything left in your vehicle is safely stowed. There is no duty-free allowance on an unaccompanied vehicle being recovered – take any dutiable items with you.

The cost of recovery is limited to the current market value of your vehicle (calculated with reference to recognised trade guidebooks and the UK market). If we have any doubt as to whether your vehicle will be economic to repair we reserve the right to arrange a vehicle inspection.

If your vehicle has been involved in an accident which could be subject to a claim involving your motor vehicle insurers, we reserve the right to obtain their formal agreement before we arrange the recovery of your vehicle and to negotiate with them to reclaim a proportion of the costs incurred.

You must leave keys, including those for trailers, caravans or roof boxes in a safe place with your vehicle, as Customs may need to unlock and inspect the vehicle(s).

5 Legal protection

If your vehicle is involved in a road traffic accident overseas.

You are covered for

Up to £25,000 in total per party for overseas legal expenses incurred as follows:

1. the reasonable cost of representation (Court, lawyers' fees and witness expenses) in an overseas court by a lawyer designated by us in relation to the defence of a motoring offence allegation brought against you or a member of your party involving your vehicle and where, in our absolute discretion, there is a reasonable prospect of a successful defence;
2. the reasonable cost of pursuance of uninsured loss claims against third parties arising from a road traffic accident involving you or a member of your party while using your vehicle, to cover:
 - court fees, lawyers' fees, medical and/or dental report fees and expert witness fees, and
 - reasonable travel and accommodation expenses, up to a maximum of £250 per person, where such expenses are not otherwise recoverable and necessarily incurred by you or a member of your party required by a court or for an insurer to attend overseas in connection with the claim or incident giving rise to it.

We will not cover

1. Any claim reported to us more than 180 days after the event giving rise to a claim.
2. Any claims arising from off-road racing, motor competitions, pacemaking, racing or overloading or any costs of delay or confiscation by Customs or other officials or import dues.

3. Claims being pursued under any other insurance.
4. Fines, damages or costs awarded against you or a member of your party.
5. Assistance, financial or otherwise, in endeavouring to obtain satisfaction of any judgement or binding decision.
6. Assistance, defence or negotiation of claims made against you or your party including but not limited to any claim made by any member of your party against another member of your party or against us.
7. Any matters excluded from cover under the [General Terms and Conditions](#).

Terms relating to legal protection cover

1. The legal costs and expenses payable by us under this section are limited to those incurred outside the state in which you or your party normally reside(s) and ancillary to the provision of the assistance given with respect to difficulties arising while you or your party are travelling away from home or your or their permanent residence.
2. All arrangements or instructions made to a lawyer to act for you or your party must be made through us or with our prior authority and, for clarification, in instructing any lawyer on your or their behalf, we act solely as agent for you or your party.
3. In deciding whether to give or continue cover under this section we will take into account the following matters:
 - i. in claims involving the pursuance of uninsured losses, we may refuse or terminate assistance if, in our opinion, the claim is not worth pursuing from a practical or financial point of view or a reasonable offer of settlement has been made by the other side, or you or a member of your party fail to co-operate with or follow the advice of the appointed lawyers;
 - ii. assistance in court proceedings will be refused or terminated unless we and any appointed lawyer are of the opinion that such proceedings are worthwhile with regard to: liability, the evidence available, the amount of any claim or amount remaining in dispute, the realistic chances of success.
4. It is at our absolute discretion whether any assistance will be given for any appeal and, if assistance is agreed, it will be on such additional terms as then specified, including the extent to which we will defray the costs of such appeal.
5. We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in your or another member of your party's name for our benefit against any other party.
6. Every legal letter, writ or other legal document in connection with a claim against you or a member of your party must be sent to us immediately upon receipt.

NOTE

Notwithstanding the terms relating to legal protection cover above, we may in certain circumstances, at our sole and absolute discretion, provide you or your party with legal costs and expenses not falling within that cover.

Fleet Europe Cover General Terms and Conditions

1. You must comply with the following general terms and conditions to have the full protection of the policy. If you do not, we reserve the right at our discretion to cancel your policy, refuse to deal with your claim or limit the service we offer.
2. You must follow the instructions notified to you by the AA Cover will not extend to any costs incurred by you for services that have not been arranged and/or authorised by the AA.
3. We do not cover costs you can recover elsewhere from any other insurance or warranty or any payments you would have made during your trip in the normal course of your trip nor loss of any kind consequential on the original incident.
4. While we seek to arrange or provide the benefits under your policy at all times, this may not always be possible – for example, when we are faced with circumstances outside our reasonable control, such as (without limitation) extreme weather conditions, local customs or practices, local or national fuel shortage, civil unrest, equipment or systems failure or any form of industrial action which prevents, restricts or otherwise interferes with the production of goods or the provision of services.
5. We, our employees or agents, shall not be liable to you for any loss or damage caused by us, our employees or agents where, and to the extent that:
 - i. there is no breach of a legal duty owed to you or your party by us or our employees or agents;
 - ii. such loss or damage is not a reasonably foreseeable result of such breach;
 - iii. any such loss or damage or increase in the same, results from any breach or omission by you or member of your party of any law or regulation.

6. We, our employees and agents, shall not in any event, be liable for losses relating to any business interests you or a member of your party may have including, without limitation, lost data, lost profit, loss of opportunity or of business or for business interruption, lost contracts, revenue or anticipated savings. Please also pay careful attention to the **Limitations of Cover and Service** regarding the nature of our relationship with the third party service providers.
7. We have the right to refuse to provide service where we consider that you or any member of your party is behaving or has behaved in a threatening or abusive manner to our employees, patrols or agents, or to any third party contractor and we reserve the right to invalidate cover at any time if, in our opinion, you have misused services provided under this cover.
8. We are not obliged to arrange transport for any animal. You are responsible at all times for the alternative arrangements for its transportation.
9. We will not cover anyone in your party for any claims arising directly or indirectly from:
10. psychotic mental illness, being under the influence of drink or drugs, (except as prescribed by a doctor)
11. alcoholism, drug addiction, solvent abuse, wilful exposure to risk (unless trying to save someone's life)
12. engaging in professional or organised sports or hazardous pursuits
13. direct or indirect consequences of terrorist activity, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), revolution, insurrection, military or usurped power
14. having an accident whilst engaged in paid manual work or hazardous occupation of any kind
15. the negligent acts of you or your party
16. any failure to take all reasonable steps to minimise any loss
17. any payment which you would normally have made, if nothing had gone wrong
18. If we do not enforce or rely upon any of these terms and conditions on a particular occasion or occasions, this does not prevent us from subsequently relying on or enforcing them.
19. The headings used in this booklet are for convenience only and shall not affect the interpretation of its contents.
20. We have chosen that the law of England and Wales apply to this policy and this law will apply unless the policyholder has asked for another law to apply and we have agreed to it before the start of the agreement. This agreement is subject to the non-exclusive jurisdiction of the English Courts.
21. If at the time of making a claim you have any policy covering the same risk, we are entitled to contact the Insurer for a contribution.

Use of 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 Cover.

Release of personal data to fleet controller

Please note that details of any vehicle breakdown, including vehicle fault, location and vehicle occupants may be released to the vehicle owner, fleet department or hire company.

Claims Procedure and Conditions

Calls may be recorded or monitored for training purposes or to improve the quality of our service.

While we endeavour to guarantee costs within the benefits of this policy on your behalf, there will be occasions when we ask you to pay the bill locally and reclaim agreed costs when you return home. Claims should be notified within 31 days of your return home.

If you need a claim form then please telephone 01256 493730 and quote your name, Fleet Europe, AA membership number and vehicle details, together with the reference number given to you by the AA's European Operations Centre. Please return the completed form urgently to us, with all original receipts or other documentation that will be needed to support your claim.

Conditions of making a claim

1. You should notify a claim to us within 31 days of the incident.
2. You must produce all original receipts for any expenditure that you wish to recover from us before we will settle any claim.
3. You must send us every legal letter, writ or other legal document in connection with any claim against you or another member of your party as soon as reasonably possible after you receive it.
4. If we guarantee costs on your behalf, you must repay us on demand for any expenses not covered by this insurance.

5. We will not settle any claim for costs you paid under this insurance until you have settled with us any amounts owing to us in full.
6. We may pay you our full liability under the cover at any time, and once we have done so, no further payments will be made. The benefit limits for each section show the maximum payable for one trip, irrespective of the number of incidents during your trip.
7. If you or anyone acting for you deliberately make a false claim or statement, the insurance will become invalid and we will not pay any claims.
8. We will not cover anything excluded under Fleet Europe [General Terms and Conditions](#).
9. We will not cover any payment made under Fleet Europe section 4 for a replacement driver without appropriate medical certification
10. You must obtain any original certificates, information, evidence and receipts required by us at your expense.
11. If we require a medical examination you must agree to this and in the event of death we are entitled to a post mortem examination, both at our expense.
12. We are entitled to take over any rights your party may have in the defence or settlement of any claim and to take proceedings in your or any other member of your party's name for our benefit against any other party.
13. If at the time of making a claim there is any other policy covering the same risk we are entitled to contact the insurer for a contribution.
14. You must disclose any material fact (as failure to do so may invalidate your cover) and take all reasonable steps to minimise loss.
15. You must do all that you can to keep your claims as low as possible and to prevent loss, theft or damage.
16. You must not admit liability, offer or promise to make any payment in admission of liability unless we agree to it in writing.
17. We will be entitled to pursue claims against third parties in the name of and to the same degree as you would be entitled, in relation to any outlays of ours under the cover

Customer Services

The AA is committed to providing the highest standard of insurance service to its customers and would be interested to hear about any areas of our products or services you feel could be improved. If you have any complaint, compliment or a suggestion, we want to hear from you.

If you have a complaint regarding the information or advice we have given about your policy, please contact us on 0845 600 0265 or write to:

Customer Support (OACU)
Automobile Association
Fanum House
Basingstoke
Hampshire
RG21 4EA

Make sure you quote your name, Fleet Europe, your AA Membership number and vehicle details. If you are refused service by us, either in whole or in part, you have the right to an explanation from us in writing.

We will acknowledge your complaint within five working days advising you of who is dealing with your concerns and attempt to address them. If our investigations take longer, a full response will be given within 20 working days or an explanation of the AA's position with timescales for a full response.

If you are not satisfied with the final response you can refer the matter for independent arbitration to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone 0845 080 1800
Email complaint.info@financial-ombudsman.org.uk