

AA Fleet Breakdown Cover Terms and Conditions

Fleet Cover



*Your 4th
Emergency
Service*

Welcome to the AA

A warm welcome to the AA and thank you for choosing AA Fleet Cover. The AA's Breakdown Service is available 24 hours a day, 365 days a 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 booklet is split into 2 parts and sets out the Terms & Conditions of the contracts that make up your AA Fleet Cover:

1 - AA Fleet Cover Policy; and

2 - AA Fleet Cover Arrangement and Administration Contract.

These Terms & Conditions are valid for UK customers joining or renewing on or after **1st May 2013**. Please read this booklet carefully and keep it in a safe place as any use of your AA Fleet 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 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).

If you are uncertain of this information then please call us on 0800 55 11 88 (Option 1) where one of our advisors will be able to help.

AA Fleet Cover can involve you contracting with three insurers for your breakdown cover: Roadside Assistance, Home Start and Relay are provided by The Automobile Association Limited, Relay Plus (Onward Travel) and Accident Management are provided by Acromas Insurance Company Limited (AICL). The Terms & Conditions of Breakdown Cover are set out in the 'AA Fleet Cover Policy' part of this booklet. The cost of AA Fleet Cover comprises a premium payable to the insurer(s).

AA Fleet 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 Cover (see the "AA Fleet Cover Arrangement and Administration Contract" part of this booklet).

Contents

PART 1: AA FLEET COVER POLICY

- YOUR CONTRACT WITH THE INSURER(S)

Policy Summary	4
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Your AA Fleet Cover Policy in full

If you require Breakdown Assistance.....	7
Where cover is available.....	7
How to contact the AA.....	7
How the AA will identify you are entitled to the service.....	7
Compliments and complaints.....	8
Definition of words and phrases used in this Policy.....	9

About AA Breakdown Cover

Services available.....	10
Types of cover.....	10
Duration of cover.....	11
Vehicle specifications.....	11
Transportation of Animals.....	11

Service Descriptions – What is covered and what is not covered

Roadside Assistance	12
Home Start	12
Relay (including Recovery for Minibus Rescue).....	13
Compassionate Relay Assistance.....	13
Onward Travel (Minibus Rescue only).....	13
Relay Plus.....	14
Accident Management.....	15

General Terms & Conditions

General exclusions.....	17
General rights to refuse service.....	18
Additional services.....	19
Use of agents.....	20
Requests for assistance.....	20
Emergency nature of breakdown service.....	20
Cancellation of AA Fleet Cover.....	20
Autorenewal.....	21
Changes to Terms & Conditions.....	21
Changes to Your Details.....	21
Matters outside the AA's reasonable control.....	21
Exclusion of liability for loss of profit etc.....	22
Enforcement of Terms & Conditions.....	22
Use of headings.....	22
Interpretation: use of English law & language.....	22

Service Control

Excess Requests/Non-Covered Vehicles	22
Additional charges for non-covered vehicles.....	23

**PART 2: AA FLEET COVER ARRANGEMENT AND ADMINISTRATION
CONTRACT - YOUR CONTRACT WITH AAIS:**

Who regulates AAIS?.....	25
Which companies does AAIS deal with?.....	25
What services does AAIS provide?.....	25
What will you have to pay for services provided by AAIS?.....	26
Changes to Terms & Conditions.....	26
Matters outside AAIS's reasonable control.....	26
Exclusion of liability for loss of profit etc.....	26
Third parties.....	26
Interpretation: use of English law & language.....	26
What to do if you have a complaint.....	27
Is AAIS covered by the Financial Services Compensation Scheme (FSCS)?.....	27
Use of headings.....	27
USE OF YOUR PERSONAL INFORMATION.....	27
AA COMPANY DETAILS.....	29

Part 1. AA Fleet Cover – Your Contract with the Insurer(s)

AA FLEET COVER SUMMARY

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This policy summary provides you with basic details of your AA Fleet Cover. AA Fleet 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 Cover provided by?

- Roadside, Relay and Home Start are provided by The Automobile Association Limited (AAL).
- Relay Plus, Onward Travel and Accident Management are provided by Acromas Insurance Company Limited (AICL).

2. Who is covered by AA Fleet Cover?

AA Fleet 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 Cover?

Service	Benefits
Roadside Assistance	■ Assistance at the roadside if you are broken down more than 1/4 mile from home. Tow to a local garage 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 vehicle 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.
Onward Travel (Minibus Rescue only)	■ Provision of a replacement vehicle with driver for up to 17 passengers to a single UK destination of your choice when a prompt local repair cannot be arranged.
Accident Management	■ Help with vehicle recovery, repairs or processing insurance claims after accidents or vandalism.

4. Are there any significant exclusions or limitations to AA Fleet Cover?

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

Where cover is available (page 7):

- Service is only available within Great Britain, Northern Ireland, Channel Islands or the Isle of Man.

Vehicle specifications (see page 11)

- 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).

Replacement vehicle (see page 15):

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

General Terms and Conditions (see pages 17-22);

- 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 (unless your cover includes Accident Management – see page 15 for details);
- 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 will not be provided where the fault has been identified by the AA for a breakdown of the same Vehicle within the preceding 28 days and has re-occurred because of Your failure to act upon the AA's recommendation;
- 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 breakdown 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.

Service control (see page 22):

- Please note that further premiums may be requested if the maximum number of call-outs is exceeded.

5. How long is AA Fleet Cover valid for?

The duration of your AA Fleet Cover is 12 months.

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

You have the right to cancel your AA Fleet 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. You must call us on 0800 55 11 88 to cancel AA Fleet Cover. 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 20 - 21 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 breakdown card.

8. What if I need to make a complaint?

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. There are several ways you can contact us:

Phone: 0870 608 0277

Email: 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.

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. Full details of the complaints process can be found on page 10.

9. Is AA Fleet 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 0800 678 1100 or 0207 741 4100.

Your AA Fleet Cover Policy in full

If you require Breakdown Assistance

Where cover is available:

Fleet Cover detailed in this Policy only applies when the Covered Vehicle first becomes stranded in Great Britain, Northern Ireland, Channel Islands or the Isle of Man.

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 AA recommends that the breakdown card is kept in the Covered Vehicle as the Driver will require the 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 You to request assistance for that vehicle. You must make all Drivers aware of the terms of Your AA Fleet Cover and must give the Drivers copies of the breakdown information supplied by the AA in conjunction with the breakdown cards.

When the Driver contacts the AA for assistance s/he will be asked to show the breakdown card to ensure that only those customers entitled receive service. If a valid breakdown 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 19.

Please also note that You should advise the AA immediately of any changes to contact name, company address and vehicle registration numbers. Please refer to General Terms and Conditions, clause 14, page 21.

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 Cover, a supplementary premium will be payable. The cost of this premium will be confirmed to you at the time of purchase.

In addition, if You have broken down and require, but don't have, Relay (and the AA is prepared to upgrade Your AA Fleet Cover to include this) You will need to pay a surcharge for purchasing Relay in a breakdown situation in addition to the price of the Relay cover. The cost of this premium will be confirmed to you at the time of purchase. Additionally, the AA is entitled to limit the distance of the recovery under Relay on this occasion. 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. The cost of this additional mileage will be confirmed to you at the time of purchase.

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

Subject to any statutory rights you may have, if the AA provides breakdown assistance services under your AA Fleet Cover, at your request or at the request of someone who the AA believes is entitled to request assistance under your AA Fleet Cover, and subsequently it becomes apparent that you have not paid for your AA Fleet Cover (or the relevant part thereof) then the AA will be entitled to charge you for the services actually provided.

Compliments and complaints

We aim to provide you with a high level of service at all time. 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.

There are several ways you can contact us:

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

Email: fleetcustomers@theAA.com

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

Fax: 0121 543 7949

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

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 entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 123 9 123

Website: www.financial-ombudsman.org.uk

E-mail: complaint.info@financial-ombudsman.org.uk

Post: Insurance Division, Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall
London E14 9SR

Financial Services Compensation Scheme (FSCS) for AA Fleet Cover: Relay Plus, Onward Travel and Accident Management, which are provided by Acromas Insurance Company Limited (AICL), are covered by the FSCS.

If you have purchased Relay Plus, Onward Travel or Accident Management 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 telephone 0800 678 1100 or 0207 741 4100.

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

- Large companies (a body corporate which does not qualify as a small company under section 247 of the Companies Act 1985);
- 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));
- 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

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

'AA' means the relevant insurer of the breakdown cover being The Automobile Association Limited for Roadside Assistance, Relay and Home Start, and Acromas Insurance Company Limited for Relay Plus, Onward Travel and Accident Management or any or all of those insurers, as the context requires or allows.

'AAIS' means Automobile Association Insurance Services Limited.

'AA Fleet Cover' means Fleetwide, Specialist Vehicle and/or Minibus Rescue cover.

'Breakdown' means an event:

- a) 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 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 Cover.

'Subscription Year(s)' means the period(s) of 12 months commencing from the start of Your AA Fleet 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 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 Cover, as described in these Terms and Conditions.

About AA Breakdown Cover

This section details the different kinds of cover that are available under AA Fleet 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 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 nearest garage. Please refer to page 12 for full details.



- **Home Start** – provides all the benefits of Roadside Assistance at the Covered Vehicle's home address. Please refer to page 13 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 13 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 14 for full details.



- **Onward Travel** – provides a replacement vehicle with driver for up to 17 passengers when the vehicle is covered by Minibus Rescue and a prompt local repair cannot be arranged. Please refer to page 13 for full details



- **Accident Management** – Help with vehicle recovery, arranging repairs and liaising with insurers regarding insurance claims after accidents or vandalism. Please refer to page 16 for full details.

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

Types of cover

AA Fleet Cover provides cover for Covered Vehicles regardless of who is driving. It is available in a number of packages which are outlined on page 11.

Duration of cover

AA Fleet Cover is for 12 months and paid for in a lump sum. If you pay for cover under a recurring payment authority, for example by Direct Debit, your cover will automatically be renewed at the end of the Subscription Year. You will always be advised of this in advance and have the opportunity to cancel your AA Fleet Cover. Please see further details on cancellation, page 20.

Vehicle specifications

Breakdown assistance is only available for cars, vans, minibuses or motorcycles which meet the specifications set out below.

Please note that 'car, van, minibus or motorcycle' does not include, amongst other things, electric pavement vehicles, electrical wheelchairs, bicycles (including electric bicycles), any vehicle which cannot lawfully be used on the public highway and/or any non-motorised vehicle.

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.

Cover Type	Roadside	Home Start	Relay	Relay Plus	Accident Management
Fleetwide 1	✓	✓	✓	✓	✓
Fleetwide 2	✓	✓	✓		✓
Fleetwide 3	✓	✓	✓	✓	
Fleetwide 4	✓	✓	✓		
Fleetwide 5	✓	✓			
Specialist Vehicle 2	✓	✓	✓		✓
Specialist Vehicle 4	✓	✓	✓		
Specialist Vehicle 5	✓	✓			
Specialist Vehicle 8	✓		✓		✓
Specialist Vehicle 9	✓		✓		
Specialist Vehicle 10	✓				
Minibus Rescue	✓	✓	✓		Onward Travel

AA Fleet 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 18.

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 Your 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 Your Vehicle, it, together with the Driver and up to a maximum of seven passengers, will be taken to the AA's choice of relevant local repairer (in the case of an electric Vehicle that has run out of charge, this will be to the nearest charge point) 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 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 Your Vehicle or any supplier delivery service or call-out charges related to these items;
- The cost of any labour, other than that provided by the AA or its agents under Your AA Fleet 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 Your Vehicle while it is being recovered;
- Routine maintenance and running repairs e.g. radios, interior light bulbs, heated rear windows;
- Any recovery or tow following an accident (see General Terms and Conditions, clause 2, page 18);
- Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by 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 17-22.

Home Start

Provided by The Automobile Association Limited.

What is covered:

- Home Start is an optional extra to Roadside Assistance and is only available if it is included in Your package (see page 10); and if the Home Start cover has been paid for at least 24 hours before the breakdown occurred.
- Home Start provides access to the same service as is available under 'Roadside Assistance' following a breakdown or accident at or within a quarter of a mile of the Home Address.

What is not covered:

- All things excluded under 'Roadside Assistance – what is not covered'.

Relay

Provided by The Automobile Association Limited.

What is covered:

- Relay is an optional extra to Roadside Assistance and is only available if it is included in Your package (see page 10); 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 Your Vehicle, together with the Driver and up to a maximum of seven passengers (or for Minibus Rescue a maximum of the number of passenger seats in the Minibus) to any single destination of the Driver's choice in the UK, Channel Islands or Isle of Man (see also General Terms and Conditions, clause 1g, page 19).

What is not covered:

- If You join already requiring Relay and the AA is prepared to provide Relay assistance for the breakdown concerned then you will need to pay a surcharge for purchasing Relay in a breakdown situation in addition to the price of Relay cover. Additionally, the AA is entitled to limit the relevant recovery under Relay 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. The cost of this additional mileage will be confirmed to you at the time of purchase;
- Relay does not provide recovery in cases of mis-fuelling. In such cases service will be restricted to a local tow provided under your Roadside Assistance cover;
- All things excluded under 'Roadside Assistance' 'What is not covered' on page 12.

Compassionate Relay Assistance

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

Onward Travel (Minibus Rescue only)

Underwritten by Acromas Insurance Company Limited (AICL).

What is covered:

- Following a recovery under Relay, The AA will arrange for the provision (via the AA's chosen supplier) of a replacement vehicle which is, in the AA's opinion, of a type and size suitable for carrying the number of passengers in the Covered Vehicle at the time of the breakdown. The total number of passengers is subject to a maximum of the number of fixed seats in the Covered Vehicle. Recovery will be provided for a single journey to one UK destination of the Driver's choosing (which need not be the same as the destination to which the Covered Vehicle is recovered);
- A replacement minibus or midi coach will generally be provided with a driver. In this case the vehicle cannot be self-driven. Any replacement vehicle, whether a minibus, midi coach or otherwise which is provided together with a driver will be used to transport all persons who were travelling in the original vehicle (including their hand luggage) to a single UK destination (which need not be the same destination as that to which the original vehicle was recovered). The AA will pay for the supply of the replacement vehicle (and its driver) to the chosen single UK destination. There shall be no entitlement in regard to any additional journeys which You, the Driver or anyone in the Driver's party may wish to undertake;

- Except as provided below and, unless at the time of recovery the AA specify otherwise, provision of a driver for the replacement vehicle (in which case the replacement vehicle may not be driven by You, the Driver or anyone else in the Driver's party).

What is not covered:

- Transportation of luggage in excess of reasonable hand luggage. Excess luggage (which includes specialist sports/musical and other equipment) will be recovered with the Covered Vehicle. All luggage remains at the Driver's risk at all times. It is the Driver's responsibility to make sure it is packed and stowed safely and securely for recovery;
- A second or any subsequent journey (e.g. the return journey from the replacement vehicle's destination or to the destination of the Covered Vehicle);
- The AA will seek to provide a replacement vehicle similar to the Covered Vehicle wherever reasonably possible but are not obliged to provide a replacement vehicle on a 'like for like' basis. The AA reserves the right to provide multiple vehicles and/or vehicles of different types and sizes. The AA is not obliged to provide a replacement vehicle with a tow bar, even if the Covered Vehicle has one, but will seek to do so;
- 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 ("Excess Passengers"). If there are Excess Passengers, the AA will seek to arrange, but will not pay for, their onward transportation;
- Anything under the Relay exclusions listed above;
- Anything under the General Exclusions and General Terms and Conditions.

Please note: Where a vehicle with driver is not available, a replacement self-drive vehicle will be 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 e.g. for fuel;
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months.

Relay Plus

Underwritten by Acromas Insurance Company Limited, which is authorised and regulated by the Financial Services Authority.

What is covered:

- Relay Plus is only available if it is included in Your package (see page 11); and if the Relay Plus cover has been paid for at least 24 hours before the breakdown occurred;
- Relay Plus is available if Your Vehicle is immobilised following a breakdown which the AA has attended under Roadside Assistance or Home Start and where the AA cannot arrange a prompt local repair.
- Customers with Relay Plus may choose from one of the following:
 - a replacement vehicle
 - overnight accommodation
 - public transport costs

What is not covered:

- Relay Plus cannot be provided retrospectively;
- Relay Plus is not available following an accident or self-induced fault(see General Terms and Conditions, clause 2, (page 18)).

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 must settle these direct with the hotel before leaving.

Accident Management

Underwritten by Acromas Insurance Company Limited, which is authorised and regulated by the Financial Services Authority.

Accident Management is only available if it is included in Your package (see page 11). This service will handle communications with insurance companies and repairer when the vehicle is involved in an accident.

Accident Management Service is not available under Minibus Rescue.

What is covered:

- Accident Management will assist with the communication with the Covered Vehicle's insurance company and repairer when a Covered Vehicle has been involved in a motor accident of any type, regardless of fault, occurring at any location within the United Kingdom.
- Accident Management will help to arrange and co-ordinate the recovery and repair of the Covered Vehicle by utilising the services available to You at the time the accident occurs.
- Accident Management is available, whether the vehicle is immobilised or remains mobile/driveable after an accident.
- Accident Management is also available in regard to Covered Vehicles damaged by vandalism and attempted theft.
- Accident Management will assist with the making of necessary arrangements for the repair of covered vehicles sustaining accident damage, and will monitor the performance of the repair work.
- Accident Management will instruct a personal injury solicitor to assist an injured driver in the result of a non-fault accident.

General Terms of Accident Management

1. The AA will assume that the Driver has authority to request the provision of the Accident Management service.
2. Where the only damage, regardless of cause, to a Covered Vehicle is windscreen damage, the Accident Management service is limited to the provision of the telephone number of a replacement windscreen supplier.
3. Accident Management entitlements are only applicable within the UK.
4. Any ferry or Toll charges incurred during the recovery of a vehicle within the UK will be Your own responsibility.
5. Accident Management service shall not be provided where a Covered Vehicle has suffered only mechanical breakdown or component failure and no accident or vandalism damage.
6. Neither You nor the Driver should initiate or arrange any vehicle repairs until they have been authorised to do so by the AA. The AA reserves the right to withhold the Accident Management services if any such repairs are initiated before such authorisation is given.
7. No Accident Management services or facilities are available in regard to any personal injuries that may result from any motor accident and Accident Management service will not, therefore, pay or arrange for any hospital treatment, physiotherapy etc, resulting from any accident.
8. Accident Management services are not available for use by, or for any third parties involved in, vehicle accidents (regardless of fault) with Your Drivers.
9. Any courtesy car supplied by the repairer is at the repairer's discretion and You/ the Driver will be responsible to ensure that the courtesy car has sufficient insurance cover.
10. Accident Management will not provide a replacement vehicle although this service is available to the Driver as an option if they have Relay Plus.
11. While the Accident Management service will make all necessary arrangements for the repair of Covered Vehicles sustaining accident damage, the Accident Management service gives no guarantee or warranty in connection with the standard or quality of any such repair work performed or replacement components fitted to Covered Vehicles. Under no circumstances shall the AA be held responsible for any repair work performed or replacement components fitted by a vehicle repairer as a result of or in connection with the provision of the Accident Management service.
12. It is the responsibility of the Accident Management customer (or if appropriate their insurer) to pay for all vehicle repairs (both labour and parts) performed to a Covered Vehicle following a motor accident. In the event of a payment default, the AA cannot be held responsible.
13. While the AA's vehicle recovery services are available 24 hours a day, every day of the year, the Accident Management service will only operate during normal working hours, although messages may be left at any time.
14. In the event that as part of the accident repair process the Accident Management service has arranged for the provision of any additional AA services (e.g. technical inspections, damage reports or vehicle delivery), You (or if appropriate Your insurer) will be charged the current market price for those additional AA services.

General Terms and Conditions

General exclusions

1. AA Fleet 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. In the event of the introduction of an inappropriate substance which results in the need to drain or remove fuel, lubricants or other fluids, the only recovery the AA will make available to you will be to arrange for Your Vehicle, the Driver and up to seven passengers to be taken to the AA's choice of relevant local repairer or another location of your choice, provided it is no further, but you will have to pay for any work required;

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

Any additional charges resulting from Your failure to carry a legal and serviceable spare wheel(s) or tyre(s), except where this is not provided as manufacturer's 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 e.g. 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 or for any persons in excess of the number of seats fitted in the vehicle at the time of breakdown, or to anyone who was not travelling in the relevant vehicle at the time of the breakdown. If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation;

h. **Ferry, toll charges etc**

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

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

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

j. **Transporting from trade premises**

The transportation of immobilised vehicles where the AA considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;

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

The cost (including any call-out charge) of any locksmith, 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 e.g. 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;

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 does, at its absolute discretion, agree to transport an 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 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 Your AA Fleet Cover includes Accident Management (see page 10), please refer to Accident Management Terms and Conditions on page 15.

If following an accident, one of the Relay Plus or Onward Travel services is required (and You have Relay Plus or Onward Travel), 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 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**
i.e. where service is requested to deal with the same or similar cause of breakdown to that which the AA attended within the preceding 28 days. It is Your responsibility to make sure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. Nothing in this provision shall affect any rights You may have in relation to any negligence or breach of contract or breach of any other legal duty on the part of the AA or its agents;
 - b. **Unattended vehicles**
i.e. where 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**
 i.e. where in the AA's opinion, Your Vehicle was, immediately before the relevant breakdown or accident, dangerous, overladen, unroadworthy or otherwise unlawful to use on a public road. This includes where breakdown has been caused by the illegal use of or introduction of unsafe substances, such as agricultural (Red) Diesel. Without restricting the generality of the AA's rights under this provision, please note that for a UK registered vehicle to be used on, or to be recovered with its wheels in contact with the public highway, it must have/ display a valid current excise licence ('tax disc'). Where no current excise licence (tax disc) is displayed, and unless we are reasonably satisfied that the vehicle concerned is exempt from such display, we reserve the right to refuse service;
- d. **Assisting where unsafe or unlawful**
 i.e. where, 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 sub-clause, a breach of the AA's health and safety duties);
- e. **Delay in reporting**
 i.e. where the breakdown is not reported within 24 hours or You becoming aware of the breakdown. (The AA may agree to extend this period in exceptional circumstances);
- f. **Cannot verify Eligibility**
 i.e. 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, or you are aware that you do not hold entitlement to an AA service, the AA may, at its discretion, offer service on the immediate payment (by credit or debit card) of the usual premium for the relevant cover required, plus a supplementary premium for joining while already requiring assistance. The cost of this premium will be confirmed to you at the time of purchase.
 The premium paid will be fully refunded if it can be established that the relevant level of service entitlement was held at the time of the breakdown. (For information, please see section 4 of the AA Fleet Cover Arrangement and Administration Contract on page 25, for AAIS's fees in the event of refund).
 Any services provided under Relay Plus or Onward Travel must be paid for in advance by You and will be fully refunded if it can be established that entitlement to Relay Plus or Onward Travel 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**
 i.e. where the AA considers that You:
- (i) or anyone accompanying you or the Driver, or who is receiving or is entitled to receive assistance in connection to your AA Fleet Cover is behaving or has behaved in a threatening or abusive manner to AA employees, Patrols or agents, or to any third party contractor; or
 - (ii) have falsely represented that You 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 Cover

8. You have the right to cancel Your AA Fleet 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 Cover) or the receipt of the relevant cover documents, whatever 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' on page 13).
 - b) if the Customer did not join already requiring assistance, the Customer will receive a full refund of the premium*. You (and any Drivers) must not, in any event, make further use of the cancelled AA Fleet 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 Cover.

*Please see section 4 of the AA Fleet Cover Arrangement and Administration Contract on page 25 for information on AAIS's fees in the event of cancellation.
9. Outside of any relevant cooling off period (on joining or renewal) and subject to any other statutory rights You may have, there will be no right to cancel (and therefore no refund of the Membership premium) for the remainder of that Membership year.
10. The AA shall have the right to cancel any AA Fleet Cover Policy if:
 - a) the AA has been entitled to refuse service under clause 3g, page 19;
 - b) the maximum number of call-outs, as set out in the AA's Service Control on page 22, has been reached or exceeded in any two consecutive Subscription Years;
 - c) the AA considers, in its reasonable opinion, and as a result of the Customer's conduct, that there has been a breakdown in its relationship with the Customer; or
 - d) AA Fleet Cover was taken out where the AA was, or is, entitled to cancel an existing or previous cover under sub paragraph a), b) or c) of this clause;
 - e) You are late in paying any sum due to the AA;
 - f) 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) or b). In the event that the AA cancels an AA Fleet Cover policy in accordance with sub-clause c) or d), the AA shall give a pro rata refund of the premium based on the unexpired cover at cancellation provided always that no service has been given (if service has been given, no refund shall be due).

11. 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 Cover, You may:
 - (i) add new vehicles to Your AA Fleet Cover;
 - (ii) if You replace any of Your Covered Vehicles, add the replacement Vehicles to You AA Fleet Cover instead of the Covered Vehicle they replace;
 - (iii) upgrade Your AA Fleet Cover to another AA Fleet Cover package.

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

Autorenewal

12. If AA Fleet Cover is paid annually by Direct Debit or Continuous Credit Card and the payer has agreed to allow us to collect the renewal premium automatically each year, then unless we hear to the contrary, your AA Fleet Cover will be automatically renewed at the end of each year. A reminder will be sent to advise of the cost of AA Fleet 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 AAIS on 0800 55 11 88 (option 1).

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 at least two weeks notice, where this is 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 AAIS on 0800 55 11 88 (option 1), by emailing fleetcustomers@theAA.com or by writing to AAIS at: 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, roads that are not reasonably accessible by the AA, 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 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 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 Cover is the United Kingdom. The Terms and Conditions are written in English and all correspondence entered into shall be in English.

Service Control – Usage levels

Service Control establishes usage levels which apply to all AA Fleet Customers requesting service under their AA Fleet Cover. Service Control is designed to help keep cover affordable by making sure that high use by a minority of fleets is avoided. In order to monitor use of breakdown service the AA applies the following usage calculation. For any fleet size, the equivalent of one breakdown per year for each of the Vehicles covered would represent a usage rate of 100%. For example, a fleet with 10 Vehicles, which has had 20 breakdowns within one year, would have a 200% usage rate.

Excess Requests/ Non-Covered Vehicles

If You make any requests for service in excess of a fleet usage limit of 400% (calculated as outlined above), your AA Fleet Cover will be suspended and the AA will charge You for each additional request on a pay-for-use basis – i.e. a specified amount for each request for service. The pay-for-use charge will be calculated in accordance with the AA's standard prices under our current pay-for-use scheme (which may vary from time to time) and are one-off payments, so do not entitle You to any ongoing cover. The amount must be paid before the relevant service will be provided.

The AA shall be entitled to assume that the Driver has the authority to authorise 'pay-for-use' or extra payments on Your behalf.

Additional premiums at renewal

The rate of usage of service under AA Fleet Cover will help to determine the level of premium at renewal and in some instances You may only be offered terms under the pay-for-use scheme.

Fleets of up to three vehicles

- Usage rates above 300% and up to 400% will give rise to increased premium at renewal.
- Usage rates above 400% will result in only pay-for-use terms being offered at renewal.
- Fleets of four or more vehicles
- Usage rates above 200% and up to 400% will give rise to increased premium at renewal.
- Usage rates above 400% will result in only pay-for-use terms being offered at renewal.
- If the relevant usage rate is exceeded within the Subscription Year, the AA reserves the right to charge an increased Premium for the following year. This amount will be in addition to the AA's standard price increases, which will apply from time to time.

The increased premium will apply only for one year provided usage levels return below the specified limits. The revised premium will be reflected in Your renewal documentation.

Any Customer who has previously been offered renewal at an increased premium or on pay-for-use terms to reflect previous service usage, will be permitted to take the AA's cover only at the level then applicable to their previous actual usage rate. This restriction will apply for a period of two years immediately following the date on which the original renewal of cover was due.

Additional Charges for Non-Covered Vehicles

The AA will charge You/ the Driver on a pay-for-use basis if the AA provides service for Vehicles which, in the AA's opinion, are not Covered Vehicles, do not comply with the Vehicle Specifications set out on page 11 or, for any other reason, are not entitled to receive the service requested ("Non-Covered Vehicles") - see General Exclusion (3) for more details. The pay-for-use services provided for such Non-Covered Vehicles will be at the AA's absolute discretion and will be initially limited to Roadside Assistance, but may be extended to service equivalent to Relay and/or Relay Plus, depending on the level of assistance Your AA Fleet Cover provides. In any event, the AA will inform You of the pay-for-use charges for the requested services at each stage and those charges must be paid before service will be provided. In addition, if You/ the Driver requires Relay Plus or Onward Travel services in this situation, such as hotel accommodation, vehicle hire or public transport these must be paid for directly by You/ the Driver.

The AA will refund pay-for-use charges paid for Non-Covered Vehicles (and, subject to the level of Your AA Fleet Cover, expenses paid by You/ the Driver) if You establish to the AA's reasonable satisfaction that the Vehicle in question was covered for that level of service under the terms of Your AA Fleet Cover and the provision of that service was within Your service usage limit. The AA may also decide at its discretion to waive the pay-for-use charge if You can demonstrate to the AA's satisfaction that, as at the date of service, the Non-Covered Vehicle has replaced a Covered Vehicle on Your AA Fleet Cover. Subject to any statutory rights You may have, You are not entitled to a refund of pay-for-use charges for excess requests or Non-Covered Vehicles in any other circumstances, including if the relevant Vehicle cannot be fixed at the roadside.

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

AA Fleet 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 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 Cover and your contract with AAIS will terminate simultaneously with the termination of the related AA Fleet 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, Onward Travel and Accident Management. 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 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 Cover documentation and card(s).
- Administering breakdown cover: After arranging breakdown cover AAIS will administer it on your behalf, including supplying replacement Fleet Cover documentation, keeping your Fleet Cover records up to date, dealing with enquiries, changes to payment methods, renewals (including Autorenewal) of Fleet Cover and cancellations (including refunds of premium on behalf of the insurer(s)).
- Making changes to breakdown cover: If during your Fleet 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 Cover documentation and card(s).
- If, during the currency of your AA Fleet Cover, the relevant insurer wishes to alter the Terms & Conditions of Fleet 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 and the feed will be identified separately from the Breakdown Cover premium. AAIS may charge a credit card 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.

This fee is not refundable in the event of a cancellation of AA Membership but is refundable under clause 3f on page 19.

AAIS may charge a cancellation fee of £20 where AA Fleet Cover is cancelled under clause 8b on page 19.

If you are due a refund of premium following cancellation or another transaction, AAIS will be entitled to deduct any fee, charges or other sums you owe in respect of your AA Fleet Cover before making any such refund.

5. Changes to Terms & Conditions

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 at least two weeks' notice, where this is 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 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; or
- b) any loss of
 - (i) profit
 - (ii) business
 - (iii) contracts
 - (iv) revenue
 - (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 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?

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.

There are several ways you can contact us:

Phone: 0870 608 0277
Email: 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.

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 entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 123 9 123
Website: www.financial-ombudsman.org.uk
E-mail: complaint.info@financial-ombudsman.org.uk
Post: Insurance Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

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

The activities of AAIS in arranging AA Fleet 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 0800 678 1100 or 0207 741 4100.

12. Use of headings

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

USE OF YOUR PERSONAL INFORMATION

1.1 The Acromas Holdings Limited group of companies, of which Acromas Insurance Company Limited and 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.

**See the AA privacy policy at theAA.com/termsandconditions/privacy_policy.html for further details.

- 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.

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

For help following a breakdown in the UK

Fleetwide and Specialist Vehicle	0800 420 420 or 0121 275 2847
Minibus Rescue	0800 374 457
Accident Management Service (Monday to Friday, 8am to 6pm, Saturday 8am-1pm)	0800 622 796
Email enquiries	fleetcustomers@theAA.com

To renew your AA Fleet Cover (Monday to Friday, 9am to 5pm)	0800 55 11 88 (option 1)
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Compliments and Complaints (Monday to Friday, 9am to 5pm)	0870 608 0277
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Follow up enquiries (after a breakdown is completed)	0870 608 0277 (Monday to Friday, 9am to 5pm)
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To make changes, cancel or enquire about your AA Fleet Cover	0800 55 11 88 (option 1)
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To purchase European Breakdown Cover	0800 444 500
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For help following a breakdown in the Republic of Ireland (under discretionary/reciprocal arrangements)

AA Ireland	00 800 88 77 66 44
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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.

theAA.com/business

BSF788 (02/13)