

European Breakdown Cover Terms and Conditions

Please read this before purchasing cover

Last updated: January 2005

Please print off and retain for your records a copy of these terms and conditions and any application form completed. Please see the Web Site Terms and Conditions, which also apply.

Full terms and conditions of cover are also shown in the European Breakdown Cover policy documents issued on acceptance of your premium or available for inspection on request.

What to do if you need assistance

Before you call anyone

1. If possible try and stop in a safe place out of the way of traffic.
2. Switch on hazard warning lights and sidelights.
3. Place warning triangle behind vehicle in a clearly visible position – approximately 30 metres on roads and 100 metres on motorways, but remember never use a warning triangle on UK motorways.
4. Get all occupants to a place of safety away from moving traffic.

What to do on a French motorway

Motorways in France are privately managed, so if you break down on a French motorway or motorway service area, the AA cannot send out assistance to you.

1. Go to the nearest emergency box or phone, dial 17 and the official motorway breakdown service will come out to you.
2. Once you have been towed off the motorway/service area, call the AA's 24-hour helpline (see below) for further assistance.

What to do elsewhere in France or the rest of Europe

Call the AA's 24-hour helpline (see below) for assistance.

AA 24-hour helpline – 00 800 88 77 66 55

(when dialling from within UK always dial 00 800 and not 0800)

Alternatively, from within France, dial 08 25 09 88 76 or 04 72 17 12 00. From any other location 00 33 825 09 88 76 or 00 33 472 17 12 00. When calling don't forget that dialling and ringing tones differ from country to country and that the 00 800 88 77 66 55 number may not work from some telephone networks.

Please be ready to tell us

1. Your AA Policy number or booking reference.
2. Your exact location, if possible.
3. A contact telephone number, if possible.
4. Your vehicle's make, model and registration number.

Mobile phones and public telephones

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. Your supplier will also bill you for any calls made on a freephone number. These costs are not covered under your policy in any circumstances. Note: Mobile phone networks and coverage in Europe may at times be less stable than in the UK. It may be necessary to use landline telephones in certain locations.

Public telephones may be coin or card operated, but card-only telephones are increasingly common.

Pre-paid cards can generally be purchased at post offices and tobacconists. In France only those phone boxes displaying the blue bell sign can receive incoming calls.

Checklist

Make sure that you have the following original documents and other items with you and have familiarised yourself with the Terms and Conditions of your policy.

- Credit/Debit card – see below
- Motor insurance certificate/Green Card (contact your motor insurer before taking a vehicle out of the UK to find out if you need a Green Card or to upgrade to fully comprehensive insurance)
- Vehicle registration document
- Driving licence (including paper counterpart if photocard licence) – see below
- Spare set of car keys
- Passport
- Statement of insurance or booking reference – see below
- International driving permit (where necessary)
- Check policy details are correct
- Read policy booklet

Don't Forget

Always carry your statement of insurance or booking reference.

If you cannot provide a valid statement of insurance or quote a valid policy number or booking reference number, we reserve the right to refuse to arrange service and cover will not apply.

When you contact us for help It is important that you contact the AA if you require assistance and follow the procedures notified to you by us. If you contact a garage direct, YOU will have to settle their bill and the AA will be under no obligation to reimburse you. But see special note on calling for assistance from a motorway.

Credit card Credit card must be available if the emergency car hire benefit is used; the car hire company requires a 'swipe' of the card as security. Debit cards are not accepted for this purpose.

Driving licence Driving licence must be available if the emergency car hire benefit is used; the car hire company will expect to see original driving licence, together with paper counterpart (if photocard licence).

Policy changes – telephone 0870 850 1502 To make any changes to your Policy details before you travel or if you decide to stay abroad beyond your stated return date. An additional premium will be required. See the [Extending Your Trip](#) section for details.

Policy enquiries – telephone 0870 850 1502 For pre-travel enquiries about the terms and conditions of your policy including health declarations, eligibility of vehicle covered etc.

Important Limitations of 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 these pages. However, it will highlight some of the key areas.

- AA European Breakdown Cover is not an extension of AA Membership benefits into Europe but is subject to the terms and conditions as shown within 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 to 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.
- Any advice regarding the cost of repairs provided by our European Operations Centre will be indicative only and it is your responsibility to ensure you have received and understood the quotation given by the repairer before agreeing to any work to be carried out.
- 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 3](#) for those vehicles that are particularly difficult to source.
- Any goods being carried remain your responsibility.
- Vehicle recovery is not AA Relay and vehicles will usually be brought back unaccompanied.
- Vehicle recovery from Western Europe will take on average 8 to 14 working days. At busy periods and from further destinations, recovery may take longer.
- PETS Travel Scheme – you remain responsible at all times for ensuring that your pet(s) meets the mandatory restrictions of the PETS Travel Scheme. Any costs for veterinary treatment, replacement of lost documentation or quarantine remain your responsibility. These costs are not covered under this policy.
- We are not obliged to arrange transport or accommodation for any animals. You are responsible at all times for alternative arrangements for the transportation and accommodation for any animal accompanying you (see also what we will not cover, [Section 3](#), no. 9; [Section 5](#), no. 6; [Section 5](#), no. 22; and [General Terms and Conditions](#), no. 12).

Motor Vehicle Insurance

AA European Breakdown Cover is not motor vehicle insurance. It is your responsibility to check with your motor insurers to extend your motor vehicle insurance to provide overseas cover. Failure to do so may reduce your cover to the national legal minimum level of motor insurance in the countries you are visiting. If you have a road traffic accident, you must supply your motor vehicle insurance details to us when we ask for this information. The incident must be reported to the insurer as instructions for the repair or recovery of the vehicle can only be taken from them. 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 initial 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.

Your Right to Cancel

For a European Breakdown policy of less than one month's duration, you have no right to cancel on or after the date you have returned from your trip. However, we will give a full refund if you cancel within 14 days of the date of purchase of this policy and prior to the stated departure date. If you wish to cancel within 14 days of the date of purchase of this policy but on or after your stated departure date you will be entitled to receive a proportionate refund of your premium taking into account the Insurers time on risk charges and our reasonable administration charges.

For a European Breakdown policy of longer duration, you have the right to cancel the cover within 14 days of receipt of your policy documentation or our receipt of the payment, if later (the 'cooling off period'). You will be entitled to a full refund of your premium if you cancel during the cooling off period before the stated departure date. If you cancel during the cooling off period, but on or after the stated departure date, you will be entitled to a refund of your premium, less a pro rata charge for the period of cover and our administration charge. If you choose to cancel your policy you must return your documents to the office of issue shown on your statement of insurance.

If you wish to cancel after the cooling off period has expired, and subject to any other statutory rights you may have, we will not be obliged to give refunds for any unexpired portions of cover.

For the avoidance of doubt, there will be no separate or additional cooling off period(s) following, or in relation to, any change(s) made or requested during the currency of your cover.

Extending Your Trip

If you decide to stay abroad beyond the return date declared by you at the time of purchase and shown

on your statement of insurance, you must notify us of your new plans before the date of expiry of your cover and pay the additional premium we request, to keep your cover in force. If you do not contact us before your cover has expired, your cover will lapse and cannot be reinstated. Telephone 00 44 870 850 1502. You must pay for the extension at the time of your request and provide the following details:

- Your name as the policy holder
- Your policy number or booking reference
- The amended date of your return home
- Your original return date
- How many extra days cover you need
- The address where we should send your amended statement of insurance
- Your Visa/Mastercard/Debit card number and expiry date (plus issue number if paying by Debit card).

Please also advise if any claims have been incurred under AA European Breakdown Cover while you have been abroad. Cover is extended automatically without charge if the period of your trip is involuntarily extended by an incident insured against by this cover.

Conditions

You must request any extension of cover personally. Any extension of cover will be at our discretion. We cannot extend your cover if your original cover has expired before you contact us. We cannot change your cover in any way but can only extend your original period of cover. The original financial limits will continue to apply to the extended period of cover. AA European Breakdown Cover cannot be extended beyond 30 June 2006. All extensions to your period of cover are subject to the terms and conditions applying to AA European Breakdown Cover policies as set out in these pages. A total minimum charge of £10.00 will be made. Five Star Annual Cover cannot be extended beyond 90 days' duration for each individual trip.

AA European Breakdown Cover

Underwritten by Automobile Association Underwriting Services Limited, Southwood East, Apollo Rise, Farnborough, Hampshire GU14 0JW. Registered number 1674675. Automobile Association Underwriting Services Limited is authorised and regulated by the Financial Services Authority. We will provide cover against loss, damage or liability covered by your AA European Breakdown Cover, subject to all relevant terms, conditions and exclusions of this cover. When you use AA European Breakdown Cover our help is subject to the terms and conditions contained in these pages. Please read these carefully. We reserve the right to accept or refuse an application for new or extended cover.

Timothy Parker, Chief Executive, Automobile Association Underwriting Services Limited.

Declaration

AA European Breakdown Cover contains vehicle and health restrictions. You must be able to make the following declaration for yourself, anyone travelling with you, or anyone else on whom the trip may depend.

As far as I know the following apply:

- a. My vehicle is eligible for AA European Breakdown Cover and has been regularly serviced and maintained according to the manufacturer's instructions and I am not aware of any electrical, mechanical or other vehicle problem which may interrupt my trip;
- b. If my vehicle is specially adapted for me or for any member of my party, I will make the AA aware of this before I travel.
- c. Five Star Cover (Section 5 only – Replacement Driver) I am not aware of any pre-existing medical condition that could affect the ability of the main driver or drivers to drive my vehicle.

If you cannot agree with this declaration when you take out the cover, you must phone the Automobile Association on 0191 223 7070. Do this at the time of taking out this policy and we will tell you if we can give cover. If you cannot contact us at the time of buying this cover, you must contact us within 14 days of purchase and before the stated departure date.

If circumstances change, (after you have taken out this cover, but before you travel) and you can no longer agree with the declaration, you must contact us immediately on 0191 223 7070.

Important Note

You must tell us any facts we ask for in the declaration and which could affect this insurance. If you do not, you may not be fully covered. In particular, you must give us any information which may influence our decision to provide or continue your cover (for example, your health or that of the main driver(s)). If you are not sure whether we need to know a particular fact, please contact us.

Geographical Limits

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 will become invalid and we will not arrange assistance for you nor pay any claims.

Europe: United Kingdom, Isle of Man, Channel Islands, Republic of Ireland, all islands of the Mediterranean (excluding Northern Cyprus) and the following countries of mainland Europe: Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden and Switzerland.

Cover does not apply to territories beyond mainland Europe.

UK/Ireland: Trips within the British Isles are restricted to travel from mainland UK to Northern Ireland, Republic of Ireland, islands of the United Kingdom, Channel Islands and Isle of Man.

Cover within your home country applies only to a direct journey to and from the seaport or Eurotunnel terminal and 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.

Travel from Northern Ireland to the Republic of Ireland: Cover for travel commencing from home in Northern Ireland to the Republic of Ireland begins when you reach the Republic of Ireland. There is no cover for travel within Northern Ireland.

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

Definitions

We/us: means Automobile Association Underwriting Services Limited, the underwriters of this cover.

You/your: means the person named on the statement of insurance, who is agreed to act on behalf of the whole party and who remains with the vehicle for the whole duration of the trip.

Your party: means the total number of people declared by you at the time of purchase and shown on the statement of insurance. We will only cover people who are travelling with you for the whole duration of your trip, to and from the UK.

Your pet: means your cat or dog travelling with you and your party and complying with the requirements of the UK government's PETS Travel Scheme ('Pets Travel Scheme').

Your trip; European/UK/Ireland cover: means your journey overseas with your vehicle within the period of cover, starting and ending in the UK. We will only cover you within your home country for a direct journey to or from the seaport or Eurotunnel terminal.

Northern Ireland to Republic of Ireland cover: means your journey to the Republic of Ireland with your vehicle within the period of cover, starting and ending in the Republic of Ireland. There is no cover for travel within Northern Ireland.

Your vehicle: means the vehicle you are using for your trip. If you pay the towing supplement we will also cover a towed trailer/caravan. All vehicles including trailers and caravans must be registered in a permanent UK series, including vehicles registered in the Isle of Man and the Channel Islands, and must comply with vehicles specified under 'We Cover the Following Vehicles', see below.

Home: means your permanent residential address in the UK.

Period of cover: means the dates declared by you at the time of purchase and shown on the statement of insurance which we or our authorised agents have issued and validated. You must take cover for the whole duration of your trip, as defined opposite, but cover will finish as soon as you return home, even if this is earlier than the dates shown. We may agree to extend the period of cover, if your return is unavoidably delayed.

Five Star Annual Cover: If you have purchased annual cover you are entitled to make an unlimited* number of motoring trips in your vehicle within the dates specified on your statement of insurance. Each individual trip must not exceed a maximum of 90 days. We calculate the length of each trip from the time of your departure from home to your return home. You must pay the appropriate premium for

this cover and we will provide standard Five Star Cover benefits. Cover is only available to residents of the UK, who are travelling in an eligible vehicle under 11 years of age, maximum party size 8 persons. We will include cover for a caravan or trailer you are towing without extra charge.

***Important Note**

We will accept a maximum of 3 separate claims within each period of annual cover, within the dates stated on your statement of insurance. This limit is designed to protect the majority of our members/customers by making sure that a small minority do not make excessive use of the service. If you reach the limit of 3 separate claims, we reserve the right to refuse to meet any further claims and/or to refuse to provide any further assistance during this period of cover and/or to refuse to offer renewal of the cover when it expires.

Annual Renewals: If you have chosen to pay for annual insurance by Direct Debit or Continuous Credit Card payments, we will renew your insurance automatically at the end of each year. We will send you a written reminder to advise you of the premium and any changes to cover that will take effect at renewal. If you do not want your cover to renew on this basis, you should contact us at least 7 days prior to renewal on 0870 608 0681.

Five Star Group Cover: means the cover we offer for parties of 9 to 17 people including the driver and infants. You must pay the appropriate premium for this cover and we will provide standard Five Star Cover benefits, unless we specify differently. Your vehicle must be under 11 years of age.

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.

We cover the following vehicles

Vehicles under 11 years of age at date of travel:

- Private cars and motorcycles over 200cc
- Light vans and minibuses
- Campervans and motorcaravans

Vehicles 11 years of age or older

- Private cars and motorcycles over 200cc – older vehicle supplement must be paid. No cover under Five Star Annual Cover or Five Star Group Cover
- Light vans and minibuses – no cover
- Campervans and motorcaravans – no cover. Existing AA members may apply for special consideration. If cover is exceptionally agreed, older vehicle supplement must be paid. No cover under Five Star Annual Cover or Five Star Group Cover

Caravans, luggage trailers, camping trailers and trailer tents of proprietary make only. Boat trailers by endorsement only; apply to the AA for consideration. If policy has not been endorsed boat trailers will not be covered. Must carry a spare wheel and tyre. Towing supplement payable. Towing supplement not applicable to Five Star Annual Cover.

We cover vehicles shown above provided that they comply with the limitations and are within the vehicle type, weight and size restrictions and other conditions as set out below.

All vehicles must be built to manufacturer's specifications, hold a current MOT Certificate (where required), hold appropriate insurance for circulating overseas, be in a roadworthy condition at the start of your trip and used for private purposes only. We reserve the right to require an inspection of the vehicle to confirm its roadworthiness.

We will not cover the carriage of goods/passengers for hire/reward for vehicles of any age.

We will not cover personal effects/goods/vehicles/boats or other waterborne craft on or in your vehicle/trailer nor consider any consequential loss. These remain your responsibility at all times.

Any type of vehicle or trailer not mentioned above is not covered.

Vehicle occupants

Maximum of 8 persons (Five Star Group Cover: 9 to 17 persons) including driver and infants but limited

to the maximum number of persons your vehicle is designed to carry and for whom there are fixed seats and restraints.

Weight and size restrictions

- Maximum vehicle weight: 3.5 tonnes (3500kgs) gross vehicle laden weight
- Maximum vehicle length: 7m (23ft)
- Maximum vehicle width: 2.3m (7ft 6in)
- Maximum vehicle height: 3m (9ft 10in)

You must comply with legislation as to vehicle types, weight and dimensions which apply in the countries you are visiting and we cannot be liable for any loss whatsoever because your vehicle cannot be imported into or used in overseas countries, due to its type, weight and/or dimensions. If in doubt, contact the AA for advice before travel.

The Covers

If your vehicle is stranded on the highway as a result of breakdown or accident, Five Star Trip, Annual and Group Cover ('the covers') will provide, within the Geographical Limits, subject to all relevant terms, conditions and exclusions contained in these pages, for the arrangement of emergency roadside assistance and, where appropriate, vehicle recovery to the UK, emergency alternative travel or emergency accommodation assistance and legal protection for you and your party.

The overall claim limit for Five Star Covers is £2,000 per party, per trip, excluding unaccompanied vehicle recovery and legal protection benefits.

SECTION 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 £300 overall maximum. This includes a contribution of up to £100 for garage labour costs within this total amount to enable you to continue your journey on the same day.
- Please note: all costs met under this Section form part of the relevant overall claim limit as shown above.

What We Will Not Cover

1. The cost of any replacement part, tyres, body glass, fuel, lubricants or other fluids, keys or other materials.
2. 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.
3. Routine maintenance and non-emergency repairs such as radios, CD players and heated rear windows.
4. Any non-essential repairs, damage to paintwork or other cosmetic repairs, or air conditioning or climate control faults which do not affect the mobility or security of your vehicle nor render it unsafe to drive.
5. Any costs incurred because you are not carrying a spare set of vehicle keys or other vehicle access device, (where a spare set of keys or second vehicle access device is supplied by the manufacturer), and a legal and serviceable spare wheel(s) and tyre(s), or an 'instant mobility system' (where this is supplied with the vehicle).
6. Any costs covered under your vehicle's warranty.
7. 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.
8. The cover is not available to vehicles which are overloaded, used in rallying, off-road driving or in the Nürburgring or for motorsports. It may not be used in place of regular servicing.
9. 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.

10. 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.
11. Please pay careful attention to the note in [Important Limitations of Service](#) regarding the nature of our relationship with the third party service providers such as garages, repairers and recovery agents.
12. If you insist on authorising lengthy or expensive repairs contrary to our advice, we reserve the right to refuse any further service.
13. Any matter excluded from cover under the [General Terms and Conditions](#), for example, but without limitation, any emergency assistance required following breakdown or accident where the need for such assistance arises in the circumstances specified in clause 7 of such General Terms and Conditions.

Notes

- a. 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.
- b. Any advice regarding the cost of repairs provided by our European Operations Centre will be indicative only and it is your responsibility to ensure that you have received and understood the quotation given by the repairer before agreeing to any work to be carried out.
- c. If you are not the owner of the vehicle, you must check with the owner before you authorise any repairs.
- d. Repair costs can vary from those in the UK and may be more expensive.
- e. Before you pay the bill and take your vehicle away from the garage, check the work carefully to make sure it is satisfactory. Report any problem to us immediately, while you are still overseas, as it may be very difficult for you to have a faulty repair corrected or to get any redress after you have paid the bill and returned home.
- f. If the garage cannot complete the repairs within 8 hours or until after your planned return home, you must contact us to discuss your options. You must keep in touch with us to confirm any further entitlements under the benefits.
- g. If your vehicle has left the highway and you ask for assistance when it is in a ditch, standing on soft ground, sand or shingle, or stuck in water or snow, any recovery to a place of safety we arrange for you will be at your cost.

SECTION 2

Location and Despatch of Spare Parts

What We Will Cover

We will pay for the location and delivery costs of spare part(s) needed to complete repairs overseas.

Please note: all costs met under this section form part of the Five Star Cover overall claim limit as set out in [overall claim limit](#) information.

What We Will Not Cover

1. The cost of replacement part(s), tyres, body glass, fuel, lubricants or other fluids, keys or other materials.
2. 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, nor any replacement part(s).
3. Any costs incurred because you are not carrying a spare set of vehicle keys, a legal and serviceable spare wheel(s) and tyre(s) or an 'instant mobility system' where this is supplied with the vehicle.
4. Anything mentioned as not covered under [Section 1](#) Roadside Assistance and Emergency Repair.
5. Any costs covered under your vehicle's warranty.
6. We will ask you to pay for any spare part(s) at the time they are ordered for you.
7. We cannot guarantee that spare part(s) will be available, especially for older vehicles, where parts may be impossible to locate.
8. Any matter excluded from cover under the [General Terms and Conditions](#), but without limitation, any emergency assistance required following breakdown or accident where the need for such assistance arises in the circumstances specified in clause 7 of such General Terms and Conditions.

Notes

- a. We are not liable for local variations in the cost of spare parts located overseas.
- b. Standard UK spare parts may not be available locally and delays may occur in location and delivery from the UK.

SECTION 3

Emergency Car Hire and Alternative Travel Arrangements

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

What We Will Cover

- Additional expenses from one or a combination of:
 - a. Contribution towards car hire costs up to £120 per day (up to £150 a day where you have purchased Five Star Group Cover)
 - b. Air fares (economy)
 - c. Rail fares (standard)
 - d. Local taxi fares
 - e. Any other transport equivalent to 2nd class rail fares

Overall limit a–e is up to £1,200 per party, per trip. Where you have purchased Five Star Group Cover, we will increase the overall limit to £1,800 per party, per trip.
- Please note: we will include any costs we agree under this benefit in the Five Star Cover [overall claim limit](#).

What We Will Not Cover

1. 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.
2. Any costs incurred following your return to your home in the UK.
3. Any additional costs incurred for your pet(s).
4. Anything mentioned as not covered under [Section 1](#) Roadside Assistance and Emergency Repair.
5. 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.
6. We cannot guarantee replacement vehicles can be supplied with a tow bar, and therefore your caravan or trailer may be recovered with your immobilised vehicle.
7. 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 or trailer remain your responsibility at all times.
8. Unless we agree otherwise with you, we will only cover hire car costs where we have arranged the hire. 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 will 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 (see also [Don't Forget](#) concerning acceptance of credit cards).
 - 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.
9. We are not obliged to arrange transport for any animal. You are responsible at all times for the alternative arrangements for its transportation.
10. Any matter excluded from cover under the [General Terms and Conditions](#), for example, but without limitation, any emergency assistance required following breakdown or accident where the need for such assistance arises in the circumstances specified in clause 7 of such General Terms and Conditions.

Notes

- a. If you are travelling in an MPV or similar vehicle, we may have to arrange two hire cars. Otherwise we will make alternative travel arrangements.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. Where you are travelling with your pet we will seek to find the most suitable means of alternative travel arrangements for you, your party and your pet. We cannot be liable for any additional costs incurred for your pet.

Please pay careful attention to the note in [Important Limitations of Service](#) regarding the nature of our relationship with the third party service providers.

SECTION 4

Emergency accommodation

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

What We Will Cover

- Additional costs over and above those you have budgeted for, for overnight accommodation up to £40 per person, per night to a total maximum of £500 per party, per trip. (Five Star Group Cover up to a maximum of £1,080 per party, per trip).
- Please note: all costs met under this section form part of the Five Star Cover [overall claim limit](#).

What We Will Not Cover

1. 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.
2. Costs which you would have paid, had no problem with your vehicle occurred.
3. Costs where the need for accommodation arises from the transport of any animal.
4. Costs for any animal's emergency accommodation.
5. Anything mentioned as not covered under [Section 1](#), Roadside Assistance and Emergency Repair.
6. We are not obliged to arrange accommodation for any animal. You are responsible at all times for the alternative arrangements for its accommodation.
7. Any matter excluded from cover under the [General Terms and Conditions](#), for example, but without limitation, any emergency assistance required following breakdown or accident where the need for such assistance arises in the circumstances specified in clause 7 of such General Terms and Conditions.

Notes

- a. 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.

SECTION 5

Vehicle Recovery to 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 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 (but excluding the cost of fuel and tolls) to bring your vehicle home. When bringing the vehicle home, we may also at our discretion transport 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.
 - If you are travelling with your pet we may again at our discretion seek to find a suitable means of recovery for your vehicle, your party and your pet to be recovered together back to the UK.

Please note: all costs met under this section (but excluding the cost of unaccompanied vehicle recovery) form part of the Five Star Cover [overall claim limit](#).

What We Will Not Cover

1. 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 8 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 8 weeks, we will consider you have authorised us to dispose of your vehicle.
2. Recovery where your vehicle only needs minor or inexpensive repairs. We may agree vehicle collection with you in these circumstances if repairs cannot be completed by your booked return date.
3. Recovery where the local garage can complete repairs before your return date.
4. Any losses resulting from delay in recovering your vehicle.
5. If the garage dismantles your vehicle for repairs, which are then halted for any reason, neither we, nor the garage will accept responsibility for any parts returned in your vehicle.
6. The cost of additional transit risk insurance. You should contact your motor vehicle insurers to ensure you have any additional cover required.
7. The replacement cost of your vehicle or any salvage money if your vehicle is beyond commercial economic repair.
8. Transportation costs for a repaired vehicle.
9. 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.
10. Any repair costs after we have recovered your vehicle to your home or chosen garage in the UK.
11. Any claim for the cost of a replacement driver where the only driver in your party cannot comply with the [declaration](#) shown above.
12. Medical repatriation costs for you if you are unfit to drive. All your arrangements must be made for you by your personal travel insurer.
13. Any claim for 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.
14. Any additional costs incurred for you, your party and your pet.
15. Any additional cost in returning your pet home.
16. Any cost incurred to ensure your pet complies with the requirements of the PETS Travel Scheme.
17. Any costs for veterinary treatment, replacement of lost documentation or quarantine.
18. Anything mentioned as not covered under [Section 1](#), Roadside Assistance and Emergency Repair.
19. The luggage in your vehicle always remains your responsibility and any items left with the vehicle for recovery are left at your own risk.
20. The cost of recovery is limited to the current market value of your vehicle (calculated with reference to recognised trade guide books 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.
21. 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.
 22. We are not obliged to arrange transport for any animal. You are responsible at all times for the alternative arrangements for its transportation.
 23. This benefit does not include cover for veterinary treatment for your pet or other similar risks. We recommend you take out appropriate insurance before travel.
 24. Any matter excluded from cover under the [General Terms and Conditions](#), for example, but without limitation, any emergency assistance required following breakdown or accident where the need for such assistance arises in the circumstances specified in clause 7 of such General Terms and Conditions.

Notes

- a. When vehicle recovery is arranged delivery of the vehicle may take 8–14 working days from Western European countries. At busy periods or from farther destinations, recovery may take longer.
- b. 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.
- c. 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).
- d. While we will seek to return your vehicle, your party and your pet home together by the most suitable means, where this is practical and possible, we cannot be liable for any additional costs incurred for your pet.
- e. It is your responsibility to ensure that your pet meets the mandatory restrictions of the PETS Travel Scheme at all times.

SECTION 6 Legal Protection

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

You Are Covered For

Up to £75,000 in total per party for overseas legal expenses incurred as follows:

- 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.
- 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 arrange a Bail Bond or other security to any judicial authority to secure your release or that of a member of your party or the release of your vehicle, following a road traffic accident, by advancing funds up to £1,500, provided that a suitable guarantee of repayment is received.

We Will Not Cover

1. Any claim reported to us more than 180 days after the event giving rise to the 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 AA Travel Insurance Legal Expenses, or 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 matter excluded from cover under the [General Terms and Conditions](#), for example, but without limitation, any emergency assistance required following breakdown or accident where the need for such assistance arises in the circumstances specified in clause 7 of such General Terms and Conditions.

Terms Relating to Legal Protection Cover

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

AA European Breakdown Cover General Terms and Conditions

1. You must comply with the following terms and conditions to have the full protection of the policy. If you do not, we reserve the right at our discretion to cancel the policy, refuse to deal with your claim or limit the service that we offer.
2. You must have purchased cover prior to travel overseas and provided us with any details we require. We will provide cover for the dates and size of party declared by you at the time of purchase and shown on your statement of insurance. Alterations to your cover are not valid unless confirmed in writing by us or our authorised agent.
3. Your cover only entitles you to the benefits expressly specified as being available under the particular level of cover purchased.
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:
 - a. there is no breach of a legal duty owed to you or your party by us or our employees or agents;
 - b. such loss or damage is not a reasonably foreseeable result of such breach;
 - c. any such loss or damage or increase in the same, results from any breach or omission by you or member of your party.

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 note in [Important Limitations of Service](#) regarding the nature of our relationship with the third party service providers.
6. 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.
7. We will not cover anyone in your party for any claims arising directly or indirectly from:
 - a. psychotic mental illness, being under the influence of drink or drugs (except as prescribed by a doctor);
 - b. alcoholism, drug addiction, solvent abuse, wilful exposure to risk (unless trying to save someone's life);
 - c. engaging in professional or organised sports or hazardous pursuits;
 - d. 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;
 - e. having an accident whilst engaged in paid manual work or hazardous occupation of any kind;
 - f. the negligent acts of you or your party;
 - g. any failure to take all reasonable steps to minimise any loss;
 - h. any payment which you would normally have made, if nothing had gone wrong.
8. 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.
9. The headings used in this booklet are for convenience only and shall not affect the interpretation of its contents.
10. 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.
11. 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.
12. We are not obliged to arrange transport or accommodation for any animal. You are responsible at all times for the alternative arrangements for its transportation or accommodation.

Claims Procedure and Conditions

Calls may be recorded or monitored for training purposes or to improve the quality of our service. While we make every effort to guarantee costs within the benefits on your behalf, there will be occasions when we will 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. To obtain a claim form, please telephone 01256 493730 for a claim form or email: Overseasclaims@theAA.com. Please quote your policy number or booking reference and any additional reference you may have been given by our Operational staff. Please return the completed form urgently to us, with original receipts and statement of insurance.

Note: The AA uses fixed exchange rates for the Euro. Claims for expenses incurred in this currency will be settled at the fixed rate.

Conditions of Making a Claim

1. It is important that you answer each question correctly when taking out this cover and also

declare any material fact. Failure to answer a question correctly or non-disclosure of a material fact can result in the Insurer turning down a claim made under the policy, where such misrepresentation or non-disclosure is relevant to the claim.

2. You should notify a claim to us within 31 days of your return home.
3. You must produce the original statement of insurance and original receipts for expenditure before we will pay any claim.
4. We will not accept any alterations to the terms of this insurance, unless a duly authorised official of ours has confirmed changes in writing.
5. 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, immediately you receive it.
6. If we guarantee costs on your behalf, you must repay us on demand for any expenses not covered by this insurance. We will not settle any claim for costs you paid under this insurance until you have repaid us in full.
7. 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 and overall claim limit show the maximum payable for one trip, irrespective of the number of incidents during your trip.
8. If you or anyone acting for you deliberately makes a false claim or statement, the insurance will become invalid and we will not pay any claims.
9. We will not cover any payment which you normally would have made during your trip, if nothing had gone wrong.
10. We will not cover anything excluded under AA European Breakdown Cover [General Terms and Conditions](#).
11. We will not cover any payment made under Five Star Cover [Section 5](#) for a replacement driver without appropriate medical certification.
12. You must obtain any original certificates, information, evidence and receipts required by us at your expense.
13. 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.
14. 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.
15. If, at the time of making a claim, there is any policy covering the same risk, we are entitled to contact the insurer for a contribution.
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. You must do all that you can to keep your claims as low as possible and to prevent loss, theft or damage.
18. In the event of your intended method of travel and/or route being unavailable due to an insured cause, you and your party must take suitable steps to travel by the most reasonable alternative method or route.
19. We will be entitled to pursue claims against third parties on their own behalves in the name of and to the same degree as you would be entitled, in relation to any outlays of ours under the cover.

Complaints Procedure

If you have a complaint, we really want to hear from you. We welcome your comments as they give us the opportunity to put things right and improve AA service.

Please phone us on: 0845 600 0265.

Or write to: Customer Support (OACU), AA, Fanum House, Basingstoke, Hampshire RG21 4EA

Fax: 01256 492306

Text phone: 0845 850 1207

Email: CustomerSupport@theaa.com

Please make sure that you quote the policy number which can be found on your policy statement.

If you are refused service by us, either in whole or in part, you have the right to an explanation from us in writing.

It is our policy to acknowledge any complaint within 5 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 four weeks or an explanation of the AA's position with time-scales for a full response.

If you are still not satisfied, you can contact the Financial Ombudsman Service at Insurance Division Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800 or email: enquiries@financial-ombudsman.org.uk

Important

This Complaints Procedure does not affect your statutory rights.

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS.

Use of Personal Information

Information you provide or we hold about you (whether or not under our contract (or contracts) with you) may be used by us or our agents to:

- a. identify you when you contact us;
- b. help identify accounts, services and/or products which you could have from us 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. 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. carry out marketing analysis and customer profiling (including with transactional information) and create statistical and testing information;
- e. help to prevent and detect fraud or loss; and
- f. contact you in any way (including mail, email, phone, visit, text or multimedia messages) about products and services offered by us and selected partners. We will only contact you in this way if you have previously indicated your consent.

We may allow other people and organisations to use information we hold about you for the purpose of providing services you have asked for, as part of the process of selling one or more of our 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 other people 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 may monitor and record communications with you (including phone conversations and emails) for quality assurance, legal, compliance and training purposes.

We will check your details with fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this. We 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 us other satisfactory proof of identity.

Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in this document, and that they have not objected to the uses of their personal information described in it. Where you give us sensitive data about yourself or others (such as health details or details of any criminal convictions of members of your household), you agree (and confirm that the relevant subject of the information has agreed) to us processing such information in the manner set out in this document.

You are entitled to a copy of the information we hold about you. An administration fee will be charged for providing this information.

Every effort is made to ensure the accuracy of the reference information contained in the publication and this is believed correct at time of printing. Nevertheless, the publisher cannot be held responsible for any errors or omissions or for changes in the details given or for the consequences of any reliance on the information provided. © Automobile Association Underwriting Services Limited 2004. All rights reserved. No part of this publication may be reduced, stored in a retrieval system or transmitted in any form or by any means – electronic, mechanical, photocopying or otherwise – unless the written permission of the publisher has been obtained beforehand. Published by Automobile Association Insurance Services Limited whose registered office is Southwood East, Apollo Rise, Farnborough, Hampshire GU14 0JW. Registered in England Number 2414212.