# Breakdown Repair Cover for Business

**March 2025** 



# Welcome to Breakdown Repair Cover

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

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

Please refer to the "Breakdown Repair Cover Arrangement and Administration Contract" on page 16 which includes important information about the arrangement and administration of your Breakdown Repair Cover. The premium due under the policy is detailed in the Fleet Breakdown Cover letter provided to you.

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

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

#### Demands and needs

#### **Breakdown Repair Cover for Business**

This is outlined in the table below.

Cover level	Customer Needs
Breakdown Repair	Customers who, need a contribution towards eligible repair
Cover for Business	costs following a breakdown attended by AA mechanic.

# Breakdown repair cover: About your policy

The cover set out in the policy is designed to run alongside your Fleet Breakdown Cover, to cover the cost of parts, which require replacing or repairing, following a breakdown and attendance by The AA mechanic. This cover is not intended to replace servicing and is not a warranty.

# Introduction to your Breakdown Repair Cover

Breakdown Repair Cover is an extension of your Fleet Breakdown Cover and is arranged and administered by Automobile Association Insurance Services Limited an insurance intermediary which is authorised and regulated by the Financial Conduct Authority. Registered office: Level 3, Plant, Basing View, Basingstoke, Hampshire, RG21 4HG. England and Wales. Company registration number 2414212.

The insurer of your Breakdown Repair Cover is Acromas Insurance Company Limited 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). UK branch address: Enbrook Park, Sandgate, Folkestone, CT20 3SE. Acromas Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar and is a member of the Association of British Insurers. Subject always to any relevant policy limits, excesses and other applicable terms and conditions, Acromas Insurance Company Limited insures the cost of assistance arranged under this policy.

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

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

# Definition of words and phrases used in this policy

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

'AAISL' means Automobile Association Insurance Services Limited.

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

**'Claims Department'** means a team within AAISL who will handle Your Claim on behalf of the Insurer.

'Eligible Event' means a breakdown involving the Nominated Vehicle:

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

'Insurer' means Acromas Insurance Company Limited.

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

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

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

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

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

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

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

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

**'Wear and Tear'** means the loss of a part's ability to function exactly as it was

designed to do by the manufacturer due solely to time and mileage in operation.

'We/Us' means the Insurer.

**'You/Your'** means the person holding the Fleet Breakdown Cover and Breakdown Repair Cover.

# **Useful contact information**

To make changes to your Breakdown Repair Cover call 0330 053 0442.

#### Opening hours:

Monday to Friday – 9am to 5pm

Information is available in large print, audio and Braille on request. Please call 0330 053 0460 for details.

# If you need to make a claim

#### Step 1

If you break down, you must call for AA assistance under your Fleet Breakdown Cover on 0330 053 0420.

#### Step 2

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

#### Step 3

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

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

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

#### Step 4

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

At that time the Claims Department will need:

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

#### Step 5

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

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

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

Claims should be sent to the following address:

AA Claims Services, Floor 2, Park Square, 38 Bird Hall Lane Cheadle Heath, Cheadle, SK3 OXN

Please note: VAT will not be reimbursed if you are VAT registered.

Reimbursement usually takes up to 21 days from receipt of the invoice.

# **Financial Compensation Scheme**

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

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

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

- 2. Large mutual associations (a mutual association or unincorporated association with net assets of more than £1.4 million (or its equivalent in any other currency at the relevant time));
- 3. Large partnerships (a partnership or unincorporated association with net assets of more than £1.4 million (or its equivalent in any other currency at the relevant time)).

Further details of eligibility for the Financial Services Compensation Scheme can be found at www.fscs.org.uk or telephone 0800 678 1100 or 020 7741 4100.

# Frequently asked questions

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

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

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

#### Can I claim straightaway?

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

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

No. You must first request assistance under Your Fleet Breakdown Cover.

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

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

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

You can easily update your policy to cover your replacement vehicle (please check eligibility requirements for your new vehicle). All you need to do is call us on 0330 053 0442.

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

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

If you have any further gueries then please call us on 0330 053 0442.

### About your renewal

#### Renewal

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

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

#### Auto-renewal

If you have chosen to pay for Your Breakdown Repair Cover by direct debit or continuous credit card payments, your cover will be automatically renewed at the end of each year. You will be sent a written reminder at or before your renewal date to advise you of the amount due. If you do not want your cover to renew on this basis you should call 0330 053 0442 at least 7 days prior to renewal.

# If you need to complain

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

a) There are several ways you can contact us:

Phone: 0330 053 0442

Email: fleetcustomers@theaa.com

Post: Business Support,

AA Business Services Swallowfield One.

Wolverhampton Road, Oldbury,

West Midlands B69 2AG

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

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

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

Phone: 0800 023 4567 or 0300 123 9 123

Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Post: The Financial Ombudsman Service

Exchange Tower, London E14 9SR

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

# Breakdown Repair Cover – your policy in full

What is covered	What is not covered
The Insurer will pay up to £500 per Paid Claim for repair or replacement of Insured Parts, labour and VAT following an Eligible Event, which occurs during the Period of Insurance, in the United Kingdom, meaning, England, Scotland, Wales and Northern Ireland only.	<ol> <li>Your £35 Policy Excess.</li> <li>Any claim, which occurs within 14 days of Your Policy Start Date or within 14 days from the date You notified Us of a change of Nominated Vehicle.</li> <li>Failure of parts as a result of Wear and Tear.</li> <li>Garage labour costs exceeding £85 per hour excluding VAT.</li> <li>Faults to or directly caused by a part that has been modified from the manufacturer's standard specification.</li> <li>Any part that is not fitted as standard by the manufacturer at the time of production.</li> <li>More than three Paid Claims in a 12 month period per vehicle.</li> </ol>

#### Parts insured under Breakdown Repair Cover

What is covered	What is not covered
1 The Engine	Exhaust systems or failure due to blockages within the oil system.
2 Engine Cooling System	Damage or failure due to freezing, corrosion, erosion and blockage.
3 Fuel System	Diesel particulate filters and fuel gauges.  Damage or failure due to incorrect or contaminated fuel, internal blockage, adjustments and failure to meet current emission legislation.
4 Clutch	Worn-out friction surfaces.

5 Gearbox	
6 Differential and Drive Line	Motorcycle drive chains and sprockets.
7 Steering	Steering locks, ignition locks and barrels.
8 Suspension	Wheels, tyres and suspension forks.
9 Braking System	Brake discs, pads, drums and shoes.
10 Electrical System	Sun roof motors and mechanisms, folding roof motors and mechanisms, window mechanisms (electrical and mechanical), door lock mechanisms (electrical and mechanical), keys, lamps, bulbs, faulty connections, speedometer and odometer.
11 Front windscreen wiper linkages	
12 Housings and Casings (provided they are damaged by the failure of an insured part)	All body parts, roof frames, glass, non-glass windows, paint, upholstery, folding roof fabric, trim, and cosmetic finishes; and air conditioning components.  The cost of replacing consumables such as oils, filters, and antifreeze, unless the relevant consumable is replaced as part of a Paid Claim and where replacement is requested at the time the claim is authorised.

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

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# General exclusions of the policy

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

- 17. Any loss where the Nominated Vehicle's odometer has been tampered with, altered or disconnected or failed.
- 18. The VAT content of any claim where You are VAT registered.

# General conditions of the policy

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

#### 1. Period of cover

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

#### 2. Limitations to cover

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

#### 3. Claims/Repair authorisation

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a) The fact that The AA has dispatched a Patrol or agent does not necessarily mean that the repair will be covered by Breakdown Repair Cover; this will be assessed

- by the Claims Department.
- b) Any driver entitled to request assistance from The AA under Your Fleet Breakdown Cover may make a claim on Your behalf following a breakdown in the Nominated Vehicle.
- c) If the Nominated Vehicle requires a garage repair, the choice of repairer is Yours (subject to their being VAT registered). Any repairer appointed, whether direct by You, or on Your behalf, will carry out repair work to Your instruction and the contract for repair will be between You and the relevant repairer. This policy will cover garage labour charges up to a maximum of £85 per hour.
- d) Any exploratory dismantling charges will only be paid for as part of an Eligible Event. It is Your responsibility to agree any exploratory dismantling charges with Your chosen repairer and to pay their charges if, after dismantling, Your claim is not authorised by Us.
- e) Claims will be assessed in line with Manufacturer or Motor Industry standard repair times and retail price guides. The Insurer reserves the right to fit replacement parts which have not been made by the Nominated Vehicle's manufacturer but are of a similar standard.
- f) If the Insurer finds that repairs were made to a vehicle, which was not nominated or, had not been nominated for 14 days prior to the breakdown You will be liable for the full costs of the claim.
- g) If a claim has been paid and it is subsequently found that You have not paid Your premium for the period in which the claim occurred, the Insurer will be entitled to charge You for the full amount of the claim.

#### 4. Service Control - usage levels

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

#### 5. Fraudulent claims

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

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

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

We may:

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

#### 6. Cancellation rights and procedures

#### Your Right to Cancel

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

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

If You cancel this policy after the cooling off period, You will not be entitled to a refund regardless of whether or not a claim has been made.

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

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

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

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

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

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

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

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

Set out below are the Terms and Conditions of your contract with us, Automobile Association Insurance Services Limited (AAISL), regarding our arrangement and administration of your Breakdown Repair Cover Policy. Please note that some sales are not arranged through AAISL 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 AAISL is the duration of your Breakdown Repair Cover Policy and your contract with AAISL will end at the same time that the related Breakdown Repair Cover Policy ends (whatever the reason for termination).

#### 1. Who regulates AAISL?

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

#### 2. Which companies does AAISL deal with?

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

#### 3. What services does AAISL provide?

AAISL provides the following services to you:

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

 AAISL will, for compliance purposes, keep a copy of the policy that was issued to you. Communication by AAISL concerning any policy issued will be in English.

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

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

#### 5. Changes to Terms & Conditions

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

#### 6. Matters outside AAISL's reasonable control

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

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

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

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

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

#### 8. Third parties

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

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

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

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

If you wish to register a compliment or complaint about the services you have received from AAISL under this Breakdown Repair Cover Arrangement and Administration Contract please contact Business Support by phone: 0800551188 or in writing to: Business Support, AA Business Services, Swallowfield One, Wolverhampton Road, Oldbury, West Midlands B69 2AG or by email: fleetcustomers@theAA.com. If you remain dissatisfied with the final response to a complaint, You can also contact the Financial Ombudsman Service for help and advice.

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

AAISL is covered by the FSCS. You may be entitled to compensation from the scheme if AAISL cannot meet its obligations in arranging Breakdown Repair Cover. General insurance provided by a regulated insurer such as Acromas Insurance Company Limited is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk 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.

# **AA Privacy Notice**

#### Use of your personal data

This short form privacy notice provides a summary of how your personal data is used by The AA Group. The data controllers of our Roadside policies and products are the Automobile Association Insurance Services Limited (which sells you the policy) and Automobile Association Developments Limited (which provides the services to you).

For full details please visit our privacy notice at https://www.theAA.com/privacy-notice-breakdown-services. The privacy notice sets out full details about how we use your information and include the contact details of the Data Protection Officer.

We may update those privacy notices from time to time.

#### Personal data we hold, use and the reasons for processing

We collect and use your personal data to provide you with Roadside assistance, subject to your preferences for direct marketing purposes, to develop new products and services and to review and improve current products and services, to comply with legal and regulatory obligations and requirements, helping us improve products or services, improve the operating of our businesses, to share information with business partners in order to provide our products and services or operating our business, and to enable other group companies to perform any of the above purposes. These uses are generally needed to provide the services to you and for our legitimate interest.

#### **Disclosures and Transfers**

We share your information within The AA Group companies, and our suppliers and business partners, as well as government organisations where required for the reasons described above.

There might be instances where we rely on third parties, such as service providers that are based outside UK or EEA, to support our businesses and the Roadside assistance products. Where there is access to data from international locations we have appropriate contractual safeguards in place.

# **AA Company Details**

**Automobile Association Insurance Services** is an insurance intermediary authorised and regulated by the Financial Conduct Authority. Registered office: Level 3, Plant, Basing View, Basingstoke, Hampshire, RG21 4HG. England and Wales. Company registration number 2414212.

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

#### Your responsibilities

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



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



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

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

Ensure that you inform us if you change your vehicles. You will need to provide registration numbers, make, model, mileage and date of first registration when you call on 0330 053 0442 to make the change.

When you break down call The AA on:	0330 053 0420
Claims Helpline:	0344 209 2518
Queries or Changing Your Vehicle:	0330 053 0442