

Fleet Breakdown Cover Terms and Conditions

May 2024



Welcome to The AA

A warm welcome to The AA and thank you for choosing Fleet Breakdown Cover. The AA's Breakdown Service is available 24 hours a day, 365 days a year. As the UK's largest motoring organisation The AA deals with around 3.5 million breakdowns each year throughout the UK, Channel Islands and the Isle of Man.

This booklet is split into 2 parts and sets out the Terms & Conditions of the contracts that make up your Fleet Breakdown Cover:

- 1 - Fleet Breakdown Cover Policy; and
- 2 - Fleet Breakdown Cover Arrangement and Administration Contract.

Please read this booklet carefully and keep it in a safe place as any use of your Fleet Breakdown Cover is subject to these Terms & Conditions.

Please note that whilst most of the Terms & Conditions relating to Breakdown Cover apply to all UK customers, there are some variations depending on the type of cover you have purchased. To understand which of the Terms & Conditions apply to your particular Fleet Breakdown Cover, please make sure you are aware of the type of cover you hold. Your type of cover will be detailed in the accompanying letter or advised to you in writing separately and this will confirm the level of breakdown cover you hold (which determines the extent of service you receive).

If you are uncertain of this information then please call us on 0330 053 0442 (Option 1) where one of our advisors will be able to help.

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

Fleet Breakdown Cover also involves a separate contract between you and us (Automobile Association Insurance Services Limited) under which we agree to arrange and administer your Fleet Breakdown Cover (see the "Fleet Breakdown Cover Arrangement and Administration Contract" part of this booklet).

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

About Fleet Breakdown Cover

Demands and Needs

This product helps you to choose from a range of cover levels designed to meet your demands and needs. Your Statement of Insurance shows the cover level(s) you have selected. The choices you have made will depend on your personal circumstances and therefore, please check your statement to ensure that the cover you have chosen continues to meet your needs.

Cover level	Customer Needs
Fleetwide Breakdown Cover (1-5)	Customers who require Fleet Breakdown Cover for standard (non- specialist) vehicles, under 3.5 tonnes in weight and are looking for a package of breakdown cover options (combinations of Roadside Assistance, Home Start, Relay and Relay Plus)
Specialist Vehicle Cover (2,4,5,8,9,10)	Specialist Vehicles are defined but not limited to the following; taxis, minicabs, hire/rental vehicles, police cars, ambulances, couriers, delivery/ goods vehicles, dairy vehicles, ice-cream vans, hearses, trade plate vehicles or motorcycles. Specialist Vehicle Cover is designed for these specific customers looking for a package of breakdown cover options (combinations of Roadside Assistance, Home Start and Relay)
Minibus Rescue	Minibus Rescue Cover is designed to take effect following a recovery under Relay. We will arrange a replacement vehicle suitable for carrying the number of passengers at the time of the breakdown. Minibus Rescue includes the following; Roadside Assistance, Home Start, Relay and Onward Travel
Roadside Assistance	Customers who need a mechanic in the event they breakdown more than ¼ mile away from their home address and recovery to a local repairer
Home Start (also known as At Home)	Customers who need a mechanic in the event they breakdown at their home address and recovery to a local repairer
Relay (also known as National Recovery)	Customers who if we're unable to repair the vehicle need their vehicle to be recovered to a single destination of their choice
Relay Plus	Customers who, if we're unable to arrange a prompt local repair, need a hire car or hotel accommodation or public transport costs to continue their journey
Onward Travel	Customers who, if we're unable to arrange a prompt local repair, require a replacement vehicle with driver for up to 17 passengers

Vehicle specifications

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

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

Specialist Vehicles are defined but not limited to the following: taxis, minicabs, hire/ rental vehicles, police cars, ambulances, couriers, delivery/ goods vehicles, dairy vehicles, ice-cream vans, hearses, trade plate vehicles or motorcycles.

Maximum Vehicle Weight: 3.5 tonnes (3,500kg) gross vehicle weight

Maximum Vehicle Width: 8ft 3in (2.55m)

Maximum Vehicle Height: 9ft 6in (2.9m)

Assistance will also be provided for a caravan or trailer which was on tow at the time of the breakdown, subject to the dimensions falling within the above limits.

Fleet Breakdown Cover is only available for vehicles that have been registered with The AA for 24 hours at the time assistance has been requested.

Transportation of Animals

Please note that horses or livestock will not be recovered and the recovery of any animal is at The AA's discretion. See General Terms and Conditions, clause 1m, page 13.

Your Fleet Breakdown Cover Policy in full

If you require Breakdown Assistance

Where cover is available:

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

How to contact The AA:

If the Covered Vehicle has broken down and requires assistance, please contact The AA on the telephone numbers provided on the back cover of this booklet. It is important that You contact The AA because if You contact a garage direct You will have to settle the bill and The AA will not be obliged to reimburse You.

How The AA will identify that You are entitled to assistance:

The AA recommends that the breakdown card is kept in the Covered Vehicle as the Driver will require the card to access service. Please note that The AA is entitled to assume that anyone driving or travelling in the Covered Vehicle is authorised by You to request assistance for that vehicle. You must make all Drivers aware of the terms of Your Fleet Breakdown Cover and must give the Drivers copies of the breakdown information supplied by The AA in conjunction with the breakdown cards.

When the Driver contacts The AA for assistance s/he will be asked to show the breakdown card to ensure that only those customers entitled receive service. If a valid breakdown card cannot be produced, The AA reserves the right to refuse service. For further details please refer to General Terms and Conditions, clause 3f, page 14.

Please also note that You should advise The AA immediately of any changes to contact name, company address and vehicle registration numbers. Please refer to General Terms and Conditions, clause 14, page 16.

If you're not an AA customer or don't hold the relevant level of cover:

If You are not entitled to any AA breakdown assistance services or You are not, at the time of the breakdown, entitled to the particular assistance service(s) You require, The AA may still be prepared to provide the required assistance. However, if so, in addition to paying the usual premium for the relevant Fleet Breakdown Cover, a supplementary premium will be payable. The cost of this premium will be confirmed to you at the time of purchase.

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

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

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

Compliments and complaints

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

There are several ways you can contact us:

Phone: 0370 608 0277 (Mon-Fri 9am-5pm)

Email: fleetcustomers@theAA.com

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

Fax: 0121 543 7949

Text Phone users can contact us using Relay UK by prefixing any of our numbers with 18001.

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

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

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

There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 123 9 123

Website: www.financial-ombudsman.org.uk

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

Post: The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR

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

If you have purchased Relay Plus or Onward Travel you may be entitled to compensation from the scheme if AICL cannot meet its obligations in relation to that cover. This depends on the type of business and the circumstances of the claim. General insurance provided by a regulated insurer such as AICL is covered for 90% of the claim, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.

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

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

Full details of eligibility for the Financial Services Compensation Scheme can be found at www.fscs.org.uk

Please note that Roadside, Relay and Home Start are provided by Automobile Association Developments Limited (trading as AA Breakdown Services) and this company does not fall within the FSCS.

Definition of words and phrases used in this Policy

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

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

'AAISL' means Automobile Association Insurance Services Limited.

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

'Breakdown' means an event:

- a) causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily brings the vehicle to a halt on its journey because of some malfunction of the vehicle or failure of it to function; and
- b) after which the journey cannot reasonably be commenced or continued in the relevant vehicle; provided always that any part or other failure shall not be considered to be a breakdown unless it results in the vehicle not working as a whole.

'Covered Vehicle'/'Your Vehicle' means a vehicle operated by You and listed in Your joining or renewal letter as being included in Your Fleet Breakdown Cover.

'Home Address' means the address which The AA has recorded as the registered address of the Covered Vehicle at the time of the relevant breakdown or accident.

'Driver' means the Driver of the Covered Vehicle at the time of the breakdown or accident.

'Premium' means the premium You pay for Your Fleet Breakdown Cover.

'Subscription Year(s)' means the period(s) of 12 months commencing from the start of Your Fleet Breakdown Cover or from any anniversary of the start of that cover.

'UK' means Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

'Vehicle Restrictions' means the Vehicle Restrictions set out below.

'Customer' 'You' and 'Yours' means the individual, company or other organisation who has purchased Fleet Breakdown Cover and, if the context requires, includes reference to the Driver driving the Covered Vehicle with Your consent.

'Your Cover' means Your policy for Fleet Breakdown Cover, as described in these Terms and Conditions.

Service Descriptions – What is covered and what is not covered

Roadside Assistance

Provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

What is covered:

- Roadside Assistance is available if Your Vehicle is stranded on the highway more than a quarter of a mile from the Home Address following a breakdown or accident;
- If, following a breakdown, a Patrol or appointed agent cannot fix Your Vehicle, it, together with the Driver and up to a maximum of seven passengers, will be taken to The AA's choice of relevant local repairer (in the case of an electric Vehicle that has run out of charge, this will be to the nearest charge point) or to a local destination of the Driver's choice, provided it is no further;
- The AA will make a telephone call at the Driver's request following a breakdown;
- Please note that any contract for repair, other than repairs carried out by The AA or its agent at the roadside under Your Fleet Breakdown Cover, is between the person requesting the repair and the repairer – it is not The AA's responsibility to instruct the repairer to undertake any work required or to pay them for it;
- The AA does not guarantee that any recovery to a relevant local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst The AA will endeavour to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed and The AA does not provide any assurance or warranty with respect to any work carried out at Your request by any third party repairer.

What is not covered:

- The cost of spare parts, fuel, oil, keys or other materials required to repair Your Vehicle or any supplier delivery service or call-out charges related to these items;
- The cost of any labour, other than that provided by The AA or its agents under Your Fleet Breakdown Cover at the scene of the breakdown or accident;
- Any additional transport or other costs that might be incurred or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany Your Vehicle while it is being recovered;
- Routine maintenance and running repairs e.g. radios, interior light bulbs, heated rear windows;
- Any recovery or tow following an accident (see General Terms and Conditions, clause 2, page 13);
- Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by the Driver;
- A second or subsequent recovery, after the Covered Vehicle has been recovered following a breakdown;
- All things excluded under General Terms and Conditions, pages 12-17.

Home Start

Provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

What is covered:

- Home Start is an optional extra to Roadside Assistance and is only available if it is included in Your package (see page 3); and if the Home Start cover has been paid for at least 24 hours before the breakdown occurred.
- Home Start provides access to the same service as is available under 'Roadside Assistance' following a breakdown or accident at or within a quarter of a mile of the Home Address.

What is not covered:

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

Relay

Provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

What is covered:

- Relay is an optional extra to Roadside Assistance and is only available if it is included in Your package (see page 3); and if the Relay cover has been paid for at least 24 hours before the breakdown occurred.
- Relay is available when The AA provides either Roadside Assistance or Home Start service and The AA cannot arrange a prompt local repair;
- Relay provides recovery of Your Vehicle, together with the Driver and up to a maximum of seven passengers (or for Minibus Rescue a maximum of the number of passenger seats in the Minibus) to any single destination of the Driver's choice in the UK, Channel Islands or Isle of Man (see also General Terms and Conditions, clause 1g, page 12).

What is not covered:

- If You join already requiring Relay and The AA is prepared to provide Relay assistance for the breakdown concerned then you will need to pay a surcharge for purchasing Relay in a breakdown situation in addition to the price of Relay cover. Additionally, The AA is entitled to limit the relevant recovery under Relay to the maximum mileage notified at the time the request for the relevant assistance was made and to charge for any recovery provided in excess of that mileage. The cost of this additional mileage will be confirmed to you at the time of purchase;
- Relay does not provide recovery in cases of mis-fuelling. In such cases service will be restricted to a local tow provided under your Roadside Assistance cover;
- All things excluded under 'Roadside Assistance' 'What is not covered' on page 8.

Compassionate Relay Assistance

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

Onward Travel (Minibus Rescue only)

Underwritten by Acromas Insurance Company Limited, which is authorised by the Financial Services Commission, Gibraltar.

What is covered:

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

What is not covered:

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

Please note: Where a vehicle with driver is not available, a replacement self-drive vehicle will be supplied to You/ the Driver by The AA's chosen suppliers. The vehicle hire agreement will be between You/ the Driver and the relevant supplier and will be subject to that supplier's Terms & Conditions. These will usually require or include (amongst other things):

- Production of a full driving licence valid at the time of issue of the hire vehicle;
- Limits on acceptable endorsements;
- Limitations on the availability and/or engine capacity of the replacement vehicle;
- A cash or credit card deposit e.g. for fuel;
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months.

Relay Plus

Underwritten by Acromas Insurance Company Limited, which is authorised by the Financial Services Commission, Gibraltar.

What is covered:

- Relay Plus is only available if it is included in Your package (see page 3); and if the Relay Plus cover has been paid for at least 24 hours before the breakdown occurred;
- Relay Plus is available if Your Vehicle is immobilised following a breakdown which The AA has attended under Roadside Assistance or Home Start and where The AA cannot arrange a prompt local repair.
- Customers with Relay Plus may choose from one of the following:
 - a replacement vehicle
 - overnight accommodation
 - public transport costs

What is not covered:

- Relay Plus cannot be provided retrospectively;
- Relay Plus is not available following an accident or self-induced fault (see General Terms and Conditions, clause 2, page 13).

Relay Plus benefit options

A: Replacement vehicle

What is covered:

- This benefit consists of arranging and paying for a replacement mid-range saloon or hatchback type car with engine capacity of up to 1,600cc, plus insurance for up to 48 hours from an AA chosen supplier. Where possible, and unless the receipt of the hire vehicle is delayed at the Driver's request and with The AA's agreement, The AA will arrange for any replacement vehicle to be provided by the supplier around the time and point of the relevant breakdown. If the hire vehicle is not taken at that time, the Driver is responsible for arranging delivery direct with the relevant supplier. The AA may be prepared to assist in the making of these arrangements.

What is not covered:

- Other charges arising from the Driver's use of the hire vehicle, such as (without limitation) fuel costs, any insurance excess charges, and charges arising if the Driver keeps the vehicle for more than 48 hours;
- Replacement vehicles cannot be supplied with a tow bar, and therefore the Driver's caravan or trailer will have to, if eligible, be recovered under Relay with Your Vehicle.

Please note: Replacement cars are supplied to You/ the Driver by The AA's chosen suppliers. The vehicle hire agreement will be between You/ the Driver and the relevant supplier and will be subject to that supplier's Terms & Conditions. These will usually require or include (amongst other things):

- Production of a full driving licence valid at the time of issue of the hire vehicle;
- Limits on acceptable endorsements;
- Limitations on the availability and/or engine capacity of the replacement vehicle;
- A cash or credit card deposit eg for fuel;
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months.

OR

B: Public transport costs

The AA will reimburse reasonable public transport costs incurred by the Driver and up to a maximum of seven passengers (see General Terms and Conditions clause 1g) in travelling to a single UK destination.

Claims should be made in writing and sent together with proofs of purchases and receipts to: The AA, Relay Plus Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA.

OR

C: Overnight accommodation

The AA will arrange and pay directly for one night's bed and breakfast on the day of the breakdown at a hotel of its choice for the Driver and up to a maximum of seven.

Please note that any additional costs incurred during overnight accommodation such as other meals, drinks, telephone calls and newspapers are not included. You must settle these direct with the hotel before leaving.

General Terms and Conditions

General exclusions

1. Fleet Breakdown Cover does not provide for:
 - a. **Any vehicle servicing or re-assembly for example**

For example, where this is required as a result of neglect or unsuccessful work on the Covered Vehicle (including, but not limited to, DIY vehicle maintenance) other than on the part of The AA or its agents;
 - b. **Garage labour costs**

The cost of garage or other labour required to repair the Covered Vehicle, other than that provided by The AA or its agents at the scene of the breakdown or accident;
 - c. **Fuel draining**

Any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. In the event of the introduction of an inappropriate substance which results in the need to drain or remove fuel, lubricants or other fluids, the only recovery The AA will make available to you will be to arrange for Your Vehicle, the Driver and up to seven passengers to be taken to The AA's choice of relevant local repairer or another location of your choice, provided it is no further, but you will have to pay for any work required;
 - d. **Failure to carry a serviceable spare**

Any additional charges resulting from Your failure to carry a legal and serviceable spare wheel(s) or tyre(s), except where this is not provided as manufacturer's standard equipment. The AA will endeavour to arrange on your behalf, but will not pay for, assistance from a third party;
 - e. **Having Your Vehicle stored or guarded in Your absence;**
 - f. **Vehicles on private property**

The provision of service when the Covered Vehicle is on private property e.g. garage premises, unless it can be established that the Driver has the permission of the owner or occupier;
 - g. **Excess passengers**

The provision of service to or for any persons in excess of the number of seats fitted in the vehicle at the time of breakdown, or to anyone who was not travelling in the relevant vehicle at the time of the breakdown. If there are more people than the maximum allowed, The AA will seek to arrange, but will not pay for, their onward transportation;
 - h. **Ferry, toll charges etc**

Any ferry, toll or congestion charges incurred in connection with Your Vehicle as a result of it being recovered;
 - i. **Recovering vehicles from trade or auction**

The recovery of any vehicles bearing trade plates or which The AA has reason to believe have just been imported or purchased at auction;
 - j. **Transporting from trade premises**

The transportation of immobilised vehicles where The AA considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;
 - k. **Locksmiths, tyre, glass or bodywork specialists costs**

The cost (including any call-out charge) of any locksmith, body-glass or tyre specialist, should The AA consider this to be required. The AA will endeavour to arrange this help on Your/ the Driver's behalf, however it will not pay for these specialist services and any contract for services provided will be between You/ the Driver and the relevant specialist. If, in The AA's reasonable opinion, the Covered Vehicle requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by AA patrols is required, The AA will arrange the recovery but at Your cost. If use of a locksmith or other specialist would, in The AA's opinion, mobilise the Covered Vehicle, no further service will be available for the breakdown in question;

l. Specialist lifting equipment

The cost of any specialist lifting equipment (not normally carried by AA patrols), if this is, in the view of The AA, required to provide assistance e.g. when a Vehicle has left the highway, is standing on soft ground or is stuck in snow or floodwater. In these instances The AA will arrange recovery but at Your cost. Once the vehicle has been recovered to a suitable location, normal AA service will be provided;

m. Transporting animals

The transportation or arrangement of the transportation of any animal (guide dogs or hearing dogs to be transported together with their owner, where The AA will provide transportation unless this is not possible for health and/or safety reasons). The AA will not recover horses or livestock. If The AA does, at its absolute discretion, agree to transport an animal, then this will be at Your/ the Driver's own risk. It is the Driver's responsibility to secure any animal being transported or to make alternative arrangements for its transportation;

n. Participating in sporting events

Assistance for vehicles broken down as a result of taking part in any 'Motor Sport Event', including, without limitation, racing, rallying, trials or time-trials or auto test. However, for the avoidance of doubt, The AA does not consider 'Concours d'élégance' events, track test days for road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be Motor Sports Events.

Accident Recovery

2. Fleet Breakdown Cover does not provide for any vehicle recovery following an accident.

The AA may, if requested, be prepared to provide recovery following an accident but, if so, the person making the request will be responsible for paying The AA's charges for this assistance (including, but not limited to, any charges relating to any specialist equipment used).

If following an accident, one of the Relay Plus or Onward Travel services is required (and You have Relay Plus or Onward Travel), The AA may, again, be prepared to arrange this but will not be responsible for any costs involved. You must pay, on request, any applicable charges. You must give The AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause. Please note that, following an accident, or otherwise, it is and remains the Driver's responsibility to ensure that any requirements of the relevant motor insurer are properly complied with when making a claim under the relevant motor insurance policy.

General rights to refuse service

Please note: If a Customer is refused service by The AA the Customer has the right to an explanation in writing (see 'Compliments and complaints' for Business Support contact details).

3. The AA reserves the right to refuse to provide or arrange breakdown assistance under the following circumstances:

a. Repeat Breakdowns within 28 days

i.e. where service is requested to deal with the same or similar cause of breakdown to that which The AA attended within the preceding 28 days. It is Your responsibility to make sure that emergency repairs carried out by The AA are, where appropriate, followed as soon as possible by a permanent repair. Nothing in this provision shall affect any rights You may have in relation to any negligence or breach of contract or breach of any other legal duty on the part of The AA or its agents;

b. Unattended vehicles

i.e. where the Driver is not with the Covered Vehicle at the time of the breakdown and the Driver is unable to be present at the time assistance arrives;

c. Unsafe or unroadworthy vehicles

i.e. where in The AA's opinion, Your Vehicle was, immediately before the relevant breakdown or accident, dangerous, overloaded, unroadworthy or otherwise unlawful to use on a public road. This includes where breakdown has been caused by the illegal

use of or introduction of unsafe substances, such as agricultural (Red) Diesel. Without restricting the generality of The AA's rights under this provision, please note that for a UK registered vehicle to be used on, or to be recovered with its wheels in contact with the public highway, it must have/ display a valid current excise licence ('tax disc'). Where no current excise licence (tax disc) is displayed, and unless we are reasonably satisfied that the vehicle concerned is exempt from such display, we reserve the right to refuse service;

d. Assisting where unsafe or unlawful

i.e. where, other than solely as a result of a failure on the part of The AA, the giving of service would involve a breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of The AA's health and safety duties);

e. Delay in reporting

i.e. where the breakdown is not reported within 24 hours or You becoming aware of the breakdown. (The AA may agree to extend this period in exceptional circumstances);

f. Cannot verify Eligibility

The premium paid will be fully refunded if it can be established that the relevant level of service entitlement was held at the time of the breakdown.

g. Unreasonable behaviour

i.e. where The AA considers that You:

- (i) or anyone accompanying you or the Driver, or who is receiving or is entitled to receive assistance in connection to your Fleet Breakdown Cover is behaving or has behaved in a threatening or abusive manner to AA employees, Patrols or agents, or to any third party contractor; or
- (ii) have falsely represented that You or the Driver are entitled to services to which You or the Driver are not entitled; or
- (iii) have assisted another person in accessing AA services to which they are not entitled; or
- (iv) owe The AA money with respect to any services, spare parts or other matters provided by The AA or by a third party on The AA's instruction.

Additional services

4. Any additional services made available by The AA which are not described in these Terms and Conditions are provided on a purely discretionary basis and may be withdrawn at any time.

Use of agents

5. Service from dedicated AA Patrols is subject to availability and may be supplemented by use of appropriate agents. The AA will only accept responsibility for the actions of an agent where the agent is acting on The AA's instruction.

Requests for assistance

6. All requests for assistance must be made to The AA using the contact instructions provided by The AA from time to time. If You or the Driver contact a garage direct, You or the Driver will have to settle its bill and The AA will be under no obligation to reimburse You.

Emergency nature of breakdown service

7. AA patrols are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or roadworthiness of a Vehicle after a breakdown or an emergency repair. In addition, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the Vehicle concerned.

Cancellation of Fleet Breakdown Cover

8. You have the right to cancel Your Fleet Breakdown Cover within a 14 day 'cooling off period', commencing either from the agreement of the contract (which is the renewal date for renewing Fleet Breakdown Cover) or the receipt of the relevant cover documents, whatever happens later. The following refund policy will apply for customers cancelling within the cooling off period:

- a) if the Customer joined already requiring assistance, the Customer will receive a full refund of the total premium paid less The AA's charges for assistance provided. The minimum charge for this assistance is £130, which excludes any additional recovery charges paid for excess mileage (see under 'Relay', 'what is not covered' on page 9).
 - b) if the Customer did not join already requiring assistance, the Customer will receive a full refund of the premium. You (and any Drivers) must not, in any event, make further use of the cancelled Fleet Breakdown Cover. Please note that there will be no separate or additional cooling off period(s) during the Subscription Year, regardless of any changes that are made to the Fleet Breakdown Cover.
9. Outside of any relevant cooling off period (on joining or renewal) and subject to any other statutory rights You may have, there will be no right to cancel (and therefore no refund of the Membership premium) for the remainder of that Membership year.
10. The AA shall have the right to cancel any Fleet Breakdown Cover Policy if:
- a) The AA has been entitled to refuse service under clause 3g, page 14;
 - b) the maximum number of call-outs, as set out in The AA's Service Control on page 17, has been reached or exceeded in any two consecutive Subscription Years;
 - c) The AA considers, in its reasonable opinion, and as a result of the Customer's conduct, that there has been a breakdown in its relationship with the Customer; or
 - d) Fleet Breakdown Cover was taken out where The AA was, or is, entitled to cancel an existing or previous cover under sub paragraph a), b) or c) of this clause;
 - e) You are late in paying any sum due to The AA;
 - f) You become insolvent or bankrupt or subject to any similar event or process.

No refund of Premium shall be due following a cancellation under sub-clause a) or b). In the event that The AA cancels an Fleet Breakdown Cover policy in accordance with sub-clause c) or d), The AA shall give a pro rata refund of the premium based on the unexpired cover at cancellation provided always that no service has been given (if service has been given, no refund shall be due).

11. Changes to Your Cover - Subject to the Vehicle Specifications, the payment of any additional premiums due and any other limits imposed by the terms of Your Fleet Breakdown Cover, You may:
- (i) add new vehicles to Your Fleet Breakdown Cover;
 - (ii) if You replace any of Your Covered Vehicles, add the replacement Vehicles to You Fleet Breakdown Cover instead of the Covered Vehicle they replace;
 - (iii) upgrade Your Fleet Breakdown Cover to another Fleet Breakdown Cover package.

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

Autorenewal

12. If Fleet Breakdown Cover is paid annually by Direct Debit or Continuous Credit Card and the payer has agreed to allow us to collect the renewal premium automatically each year, then unless we hear to the contrary, your Fleet Breakdown Cover will be automatically renewed at the end of each year. A reminder will be sent to advise of the cost of Fleet Breakdown Cover, and any changes to Terms and Conditions that will take effect at renewal.

If You do not want to renew on this basis, You should notify The AA at least 7 days prior to renewal. For information, this should be done by contacting AAISL on 0330 053 0442 (option 1).

Changes to Terms & Conditions

13. The AA is entitled to change any of the Terms and Conditions at renewal. The AA also reserves the right to make changes to these Terms and Conditions during the Subscription Year, on the giving of at least two weeks notice, where this is necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

Changes to your Personal Details

14. Changes to Your details (including changes to Vehicle details) must be notified to The AA immediately. This must be done by contacting AAISL on 0330 053 0442 (option 1), by emailing fleetcustomers@theAA.com or by writing to AAISL at: AA Business Services, Swallowfield One, Wolverhampton Road, Oldbury, West Midlands B69 2AG. Please note changes to Your details can only be made by the named contact(s) on Your account.

Matters outside The AA's reasonable control

15. While The AA seeks to meet the service needs of Customers at all times, its resources are finite and this may not always be possible. The AA shall not be liable for service failures where The AA is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside The AA's reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, roads that are not reasonably accessible by The AA, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

Exclusion of liability for loss of profit etc

16. The AA shall not, in any event, and to the extent permitted by law, have any responsibility for:
- a) any increased costs or expenses; or
 - b) any loss of
 - (i) profit; or
 - (ii) business; or
 - (iii) contracts; or
 - (iv) revenue; or
 - (v) anticipated savings; or
 - c) or any special, or indirect or consequential losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), breach of agreement or otherwise. For the avoidance of doubt, nothing in this clause or these Terms and Conditions shall exclude or restrict The AA's liability for negligence resulting in death or personal injury. You shall ensure that Your Drivers are aware of this and that this is a condition of receiving assistance.

Enforcement of Terms & Conditions

17. Failure to enforce or non-reliance on any of these Terms and Conditions by The AA will not prevent The AA from subsequently relying on or enforcing them.
18. None of the Terms and Conditions, or benefits, of Fleet Breakdown Cover are enforceable by anyone else other than the Customer. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

Use of headings

19. The headings used in this Policy are for convenience only and shall not affect the interpretation of its contents.

Interpretation: use of English law & language

20. Fleet Breakdown Cover and these Terms and Conditions are governed and should be interpreted by the laws of England and Wales. The Terms and Conditions are written in English and all correspondence entered into shall be in English.

Service Control – Usage levels

Your fleet breakdown cover use is not unlimited. In order to help keep our breakdown cover affordable, we apply a service cap, equivalent to 3 breakdowns per vehicle (the same vehicles or different vehicles in your fleet) per year.

Example service cap application

Fleet size	Number of breakdowns in 12 months	Service cap applies?	% Breakdowns in 12m
1 Vehicle	1	No	100%
3 Vehicle	2	No	66.67%
3 Vehicle	93	Yes	300%
3 Vehicle	124	Yes	400%
5 Vehicle	5	No	100%

What happens if you have 3 or more breakdowns per vehicle in a policy year?

- During the policy year, if you need to use your breakdown cover over and above the service cap, you will need to pay for them on a pay-for-use basis.
- If the 3 breakdown requests are for the same vehicle, we may move that vehicle to a pay-for-use policy.
- At renewal, your premiums will increase to reflect your additional usage, or we may have to renew some or all of your vehicles onto a pay-for-use basis.

If you find you are needing to use our services over and above the service cap, you should strongly consider booking your vehicle in to the AA Prestige network of garages for a service.

In addition, your cover is only valid for the vehicles you have registered on your policy. Any vehicle not registered onto the policy that requests breakdown assistance will also be charged at pay-for-use rates.

Part 2. Fleet Breakdown Cover
Arrangement and Administration Contract –
Your Contract with AAISL

Fleet Breakdown Cover and Administration Contract - Your Contract with AAISL

AAISL arranges and administers your Breakdown cover (your "Cover"). This is a summary of what AAISL does for you. The full terms and conditions of AAISL's contract with you can be found here www.theAA.com/breakdown-cover/AAISL-Contract. This contract lasts for the same time as your Cover and ends at the same time as your Cover terminates.

1. Who regulates AAISL?

AAISL is authorised and regulated by the Financial Conduct Authority (FCA).

2. Which companies does AAISL deal with?

AAISL acts as an agent for the following insurers.

Insure	Product(s)
Automobile Association Developments Limited (trading as AA Breakdown Services)	Roadside Assistance, At Home and National Recovery.
Acromas Insurance Company Limited	Relay Plus/Onward Travel/Minibus Rescue

3. What services does AAISL provide?

AAISL provides the following services to you:

- Providing information about breakdown cover.
- Arranging breakdown cover.
- Administering breakdown cover.
- Making changes to breakdown cover.

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

AAISL will normally charge an arrangement and administration fee for its services. AAISL will always inform you in advance of its fees and the amount payable. The full terms and conditions give information about circumstances in which you will be entitled to a refund of fees if you cancel.

5. AAISL will tell you about any other charges relating to your Cover.

AAISL has authorised Automobile Association Developments Limited (AADL) to act as its agent for the purposes of receiving any amounts due under your contract with AAISL. Payments will be taken using the payment method provided when purchasing your Cover. If you're due a refund of premium following cancellation or another transaction, AAISL will be entitled to deduct any fee, charges or other sums you owe in respect of your Cover before making any such refund.

6. Changes to Terms & Conditions

Annual cover: AAISL will notify you of changes any of these Terms and Conditions at renewal or will give you at least two weeks' notice of any changes that are necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

Continuous cover: AAISL will notify you by giving at least 45 days prior notice of changes to any of these Terms & Conditions (and to the fees payable) during a continuous cover contract.

7. 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 systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default or suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

8. 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; or
- b) any loss of
 - (i) profit
 - (ii) business
 - (iii) contracts
 - (iv) revenue
 - (v) anticipated savings; or
- (c) for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise.

For the avoidance of doubt, nothing in this clause or these Terms & Conditions shall exclude or restrict The AAISL's liability for negligence resulting in death or personal injury.

9. Third parties

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

10. Interpretation: use of English law & language

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

11. What to do if you have a complaint?

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

There are several ways you can contact us:

- Phone: 0370 608 0277
Email: fleetcustomers@theAA.com
Post: Business Support,
AA Business Services, Swallowfield One,
Wolverhampton Road, Oldbury,
West Midlands B69 2AG.

Text Phone users can contact us using Relay UK by prefixing any of our numbers with 18001.

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

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

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

There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 123 9 123
Website: www.financial-ombudsman.org.uk
E-mail: complaint.info@financial-ombudsman.org.uk
Post: The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR

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

The activities of AAISL in arranging Fleet Breakdown Cover are covered by the FSCS. You may be entitled to compensation from the scheme if AAISL cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.

13. 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, 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 Developments Limited (trading as AA Breakdown Services) is an insurer of breakdown assistance services cover that is exempt from authorisation under the Financial Services and Markets Act 2000. Registered office: Fanum House, Basing View, Basingstoke, RG21 4EA. Registered in England and Wales Number: 01878835.

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. Head Office: 57-63 Line Wall Road, Gibraltar.

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

USEFUL CONTACT INFORMATION

Scan the QR code below to report a breakdown or visit www.theaa.com/businessbreakdown

For help following a breakdown in the UK

Fleetwide and Specialist Vehicle 0330 053 0420
or 0121 275 2847

Minibus Rescue 0330 053 0558
Email enquiries fleetcustomers@theAA.com

To renew your Fleet Breakdown Cover
(Monday to Friday, 9am to 5pm) 0330 053 0442
(option 1)

Compliments and Complaints 0370 608 0277
(Monday to Friday, 9am to 5pm)

Follow up enquiries 0370 608 0277
(after a breakdown is completed) (Monday to Friday, 9am to 5pm)

To make changes, cancel or enquire
about your Fleet Breakdown Cover 0330 053 0442
(option 1)

To purchase European Breakdown Cover 0330 053 1261

For help following a breakdown in the Republic of Ireland (under discretionary/reciprocal arrangements)

AA Ireland 00 800 88 77 66 44

Broken down?



SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation by calling 07860 027 999.

Information is available in large print, audio and Braille on request. Please call 0330 053 0460 for details. Text Phone users can contact us using Relay UK by prefixing any of our numbers with 18001.