

Fleet Advantage Terms and Conditions

May 2018



Introduction

Fleet Advantage consists of two separate contracts:

- (i) A contract with Allstar Business Solutions Limited for the provision of payment facilities for fuel and oil, vehicle related goods, tyres, batteries, exhausts and windscreen replacements, vehicle servicing, repairs, maintenance services and car hire.
- (ii) A contract with Automobile Association Insurance Services Limited, Automobile Association Developments Limited (trading as AA Breakdown Services) and Acromas Insurance Services Limited for the provision of breakdown cover.

This booklet sets out the terms of these contracts.

Fleet Advantage Payment Card Terms and Conditions of Use

Definitions

“We/us/our” – Allstar Business Solutions Limited.

“Card” – An Fleet Advantage Card issued by Allstar Business Solutions Limited.

“You/your” – The Account Holder.

“Card Holder” – Person authorised by you to use the Card.

“Card Charge” – An annual charge plus VAT applied to each Card issued by us.

“Goods and Services” – Goods and services that can be purchased using the Card including

- (i) petrol, DERV, LPG, engine oil and/or (ii) vehicle related goods, tyres, batteries, exhausts and windscreen replacements, vehicle servicing, repairs, maintenance services, vehicle breakdown and car hire and other services that may be included from time to time.

“Franchised Outlets” – Suppliers of the Goods and Services holding Franchise Agreements with Allstar Business Solutions Limited or with any of our associated companies acting as our authorised selling agents.

“Agreement” – Means this agreement between you and us.

1. Authorisation

Signing or using a Card by you or a Card Holder denotes your acceptance of this Agreement. It also means that you agree to pay us for Goods and Services supplied to you or to the Card Holder by our Franchised Outlets.

2. Validity and use

The Card may only be used by a Card Holder and is valid until its expiry date or cancellation, whichever is the earlier. You must ensure that the Card Holder signs their name and/or enters their vehicle registration number on the reverse of the Card to prevent unauthorised use which you will be liable for, and the Card Holder presents the Card at the Franchised Outlet before purchasing Goods and Services so that the Franchised Outlet is aware that the sale to the Card Holder is made as agent for us.

The Card Holder must ensure that the correct vehicle registration number and mileage, if given, has been recorded on a voucher for each purchase. Failure to comply with this or any other condition does not release you from liability for any supply of Goods and Services made to you or to the Card Holder, with or without your approval.

3. Cards

Each Card will have your name and the expiry date of the Card embossed on it. The Card may also bear the name of the Card Holder, the registration number of the vehicle for which it is used, our/your telephone number, and the maximum amount in pounds sterling (inclusive of VAT) (subject to any standard tolerance level that we operate from time to time) that may be spent on Goods and Services by the Card Holder without our/your prior authorisation. If the signature panel on the back of the Card is defaced or incorrectly completed, the Card may be confiscated. We may charge a fee for issuing replacement Cards. Cards may be rejected by Franchise Holders if usage criteria set by or agreed with us are not complied with.

4. Accounts

Each week, or other agreed period, we will send you an invoice showing all amounts debited, less any credits or refunds. You must pay the invoice in full, by Direct Debit, not later than 14 days after the date to which the invoice is made up (the payment due date). Interest will be charged at a rate of 3% over National Westminster Bank Plc base rate calculated on a day-to-day basis on any amount outstanding on the payment due date until the invoice is paid in full.

If any amount remains unpaid for more than five weeks after the payment due date, we may, without invalidating our rights as stated in Clause 9 below, immediately and without any notice at all cancel all your Cards and terminate this Agreement. If we do not receive payment because we are unable to draw from your account via the Direct Debit we may make an administration charge. We may also charge a fee for any copies of invoices or sales vouchers you request for transactions dating back more than three months. However, we are under no obligation to retrieve information on transactions dating back more than six months.

THE DIRECT DEBIT GUARANTEE

You should keep this guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change, Allstar Business Solutions Limited will notify you at least 14 days in advance of your account being debited or as otherwise agreed.
- If an error is made by Allstar Business Solutions Limited or your Bank or Building Society you are guaranteed a full and immediate refund from your branch of the amount paid.

You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to: Banking Service PD27, Allstar Business Solutions Limited, PO Box 1463, Windmill Hill, Swindon, Wiltshire SN5 6PE.

5. Payments

Your payments and any credits or refunds due to you will be used first to pay off any interest you owe to us; and second, to reduce any outstanding amounts. If you make a claim against any Franchised Outlet or other supplier, you cannot offset that amount against any money you owe us, or counter-claim against us, nor will we reimburse you directly on the Franchised Outlet's behalf.

6. Breach

If we find that you have given us false or incomplete information, or that you are in breach of any of this Agreement, we will, without invalidating our rights as stated in Clause 9 below, demand and you will make immediate payment of any monies owing to us.

7. Loss, theft or misuse of a card

If a Card is lost, stolen or in the possession of someone no longer authorised to use it, you must telephone us immediately (0870 419 2483* between 08.00 and 17.15, Monday to Friday, or 0870 902 0645* outside of these hours) and notify us in writing within 48 hours by fax (0870 842 3255*) or by post to Allstar Business Solutions Limited, Post Dept. 40, PO Box 1463, Windmill Hill, Swindon SN5 6PE. Where we receive written notification within 48 hours, you will not be liable for any purchases made using that Card. Where you do not notify us in writing within 48 hours, you will remain liable for all purchases made with that Card until we receive written notification.

Once we have been notified in writing, and providing that you comply with this Clause in full and have complied with all of your obligations in the Agreement, you will have no further liability for purchases made with that Card by persons other than yourself or a Card Holder. You should tell us all you know about the circumstances of the loss/theft and take all reasonable steps to assist in recovering the missing Card, including notifying the police and obtaining a crime reference number. You must also ensure that no Card remains in the possession of anyone no longer authorised to use it.

*Calls cost 9.58p per minute plus your phone company's access charge.

8. Notice

You must immediately inform us in writing of any change in your address or bank details. We will assume that any information we send by pre-paid post to the address we currently hold will reach you on the first day (not being a Sunday or public holiday) following posting.

9. Cancellation of cards and variation of terms

All Cards remain our property. We may at any time, by written notice, cancel any Cards with immediate effect and refuse to issue a new or replacement Card or vary or terminate this Agreement. On cancellation or termination you must immediately return every Card to us. If you request cancellation of a Card in writing, or where we cancel any Card we may ask you to return it to us cut in half for security purposes. If you do not return the cancelled Card, you will remain liable for any purchases made with that Card. Cancellation of a Card or termination of this Agreement, in accordance with this or any other Clause in this Agreement, does not in any way alter your liability in respect of the use of the Card(s) prior to cancellation or termination. We may charge you an administration fee if you use a Card after you have requested that it be cancelled together with any costs associated with recovering cancelled Cards. We may also charge you for any rewards that we pay to Franchised Outlets for recovering Cards which you ask us to cancel and which we also agree to treat as reported lost or stolen. If the Card is used following written notice of changes in this Agreement, it will denote your acceptance of those changes.

10. Card charge

We levy an annual Card Charge on each Card issued by us. We may change the Card Charge at any time by notifying you on your invoice and any new Card Charge is valid from the anniversary date of this Agreement. The Card Charge is calculated on the basis that all your Cards are used. If any Cards are unused, we may calculate an amended Card Charge based on the Cards actually in use and apply that Card Charge to all your Cards, whether used or not. In this case, the amended Card Charge will apply as if it dated from the start of this Agreement.

11. Exclusion and limitation

This Agreement details everything for which we accept liability. Where it has not been specifically mentioned in this Agreement then we do not accept liability for it. We also do not accept liability for any statutory obligations that might be expressed or implied in this Agreement unless the statute states that we are unable to exclude liability for it. Our total liability for Goods and Services you purchase from Franchised Outlets is limited to the amount we can recover from them, which we will pass on to you. We are not liable to you, nor you to us, for any loss of profits or goodwill or any other losses resulting from any breach of this Agreement.

12. Agency, transfer, change of control and subsidiaries

We may transfer all of our rights and obligations under this Agreement. We may also, for the purpose of carrying out this Agreement, appoint as our agent any other company in the FleetCor Group or any third party with which we have an agreement with to act as our agent, any such agent shall be entitled to exercise any of our rights under this Agreement. You may not transfer this Agreement without our written permission. Should there be a change in ownership of more than 50% of your shares or a change in control of your organisation (whether company or individual) or if there is a material adverse change to your business at any time during this Agreement, we have the right to terminate this Agreement immediately.

With our approval, you may have Cards issued to a subsidiary company, which will then become your representative for the purpose of this Agreement. This makes you and the subsidiary company jointly and separately liable in respect of the responsibilities and liabilities contained in this Agreement.

13. This agreement

Any waiver of the terms set out in this Agreement must be signed by both you and us. Should this Agreement be transferred to another person/organisation, then this Agreement will still apply. Subject to our right to vary this Agreement it contains all of the terms and conditions which will apply to our supply of the Cards to you for the purchase of Goods and Services at Franchised Outlets and it replaces any previous written or oral agreement.

14. Credit checks and marketing

We may make periodic credit checks (or may require our agents to), which will involve disclosing information about you to licensed Credit Reference Agencies. Occasionally we may

use information provided by you to let you know about the Goods and Services for which your Card(s) may be used. We will also tell you about offers and other services that our group of companies provide.

15. This Agreement is governed by English law.

16. Contact Details

You can contact us in the following ways:-

By Post: Allstar Business Solutions Limited, PD 56, PO Box 1463, Swindon SN5 6PS

By Phone: 0870 419 2483*

By fax: 0870 842 3255

By email: fuel.team@allstarbusinesssolutions.co.uk

*Calls cost 9.58p per minute plus your phone company's access charge.

We may monitor and record phone calls. We do this so we can check what has been said and also help train our staff. Cards are managed by Allstar Business Solutions Limited, PO Box 1463, Swindon, Wiltshire SN5 6PS Registered number 2631112.

Fleet Advantage Breakdown Cover

The next part of the booklet sets out the Terms and Conditions of your contract under which You are eligible to receive certain Breakdown Assistance Services. Roadside, Home Start and Relay are provided by Automobile Association Developments Limited (trading as AA Breakdown Services), which is an insurer exempt from authorisation under the Financial Services and Markets Act 2000. Relay Plus, if applicable to your cover, is underwritten by Acromas Insurance Company Limited.

Welcome to the AA

A warm welcome to the AA and thank you for choosing Fleet Advantage 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 part of the booklet is split into 2 parts and sets out the Terms & Conditions of the contracts that make up your Fleet Advantage Breakdown Cover:

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

Please read this booklet carefully and keep it in a safe place as any use of your Fleet Advantage 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 Advantage 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).

Fleet Advantage Breakdown Cover can involve you contracting with two insurers for your breakdown cover: Roadside Assistance, Home Start and Relay are provided by Automobile Association Developments Limited (trading as AA Breakdown Services) and Relay Plus is provided by Acromas Insurance Company Limited (AICL). The Terms & Conditions of Breakdown Cover are set out in the "Fleet Advantage Breakdown Cover Policy" part of this booklet.

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

Contents

PART 1: FLEET ADVANTAGE BREAKDOWN COVER POLICY - YOUR CONTRACT WITH THE INSURER(S)

PART 1: FLEET ADVANTAGE BREAKDOWN COVER

Demands and Needs.....	11
------------------------	----

Your Fleet Advantage Breakdown Cover Policy in full

If you require Breakdown Assistance.....	12
Compliments and complaints.....	13
Definition of words and phrases used in this Policy.....	14
Vehicle specifications.....	15
Transportation of Animals.....	15

Service Descriptions – What is covered and what is not covered

Roadside Assistance	15
Home Start	16
Relay.....	16
Relay Plus.....	17
Relay Plus benefit options.....	17

General Terms & Conditions

General exclusions.....	18
General rights to refuse service.....	20
Additional services.....	21
Use of agents.....	21
Requests for assistance.....	21
Emergency nature of breakdown service.....	21
Cancellation of Fleet Advantage Breakdown Cover	21
Autorenewal.....	22
Changes to Terms & Conditions.....	22
Changes to Your Details.....	22
Matters outside the AA's reasonable control.....	22
Exclusions of liability for loss of profit etc.....	23
Enforcement of Terms & Conditions.....	23
Use of headings.....	23
Interpretation: use of English law & language.....	23

**PART 2: FLEET ADVANTAGE BREAKDOWN COVER ARRANGEMENT
AND ADMINISTRATION CONTRACT – YOUR CONTRACT WITH AAIS:**

Who regulates AAIS?.....	25
Which companies does AAIS deal with?.....	25
What services does AAIS provide?.....	25
What will you have to pay for services provided by AAIS?.....	26
Changes to Terms & Conditions.....	26
Matters outside AAIS’s reasonable control.....	26
Exclusion of liability for loss of profit etc.....	26
Third parties.....	27
Interpretation: use of English law & language.....	27
What to do if you have a complaint.....	27
Is AAIS covered by the Financial Services Compensation Scheme (FSCS)?.....	27
Use of headings.....	27
USE OF YOUR PERSONAL DATA.....	28
AA COMPANY DETAILS.....	34

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

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, Relay Plus and Accident Management)
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, Relay and Accident Management)
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
Accident Management	Customers who require help with vehicle recovery, arranging repairs and liaising with insurers regarding insurance claims after accidents or vandalism.

Your Fleet Advantage Breakdown Cover Policy in full

If you require Breakdown Assistance

Where cover is available:

Fleet Advantage Breakdown Cover detailed in this Policy only applies when the Covered Vehicle first becomes stranded in the United Kingdom.

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 Driver will require the Fleet Advantage 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 the customer to request assistance for that vehicle. You must make all Drivers aware of the terms of Your Fleet Advantage Breakdown Cover and must give the Drivers copies of the breakdown information supplied by the AA in conjunction with the Fleet Advantage cards.

When the Driver contacts the AA for assistance she/he will be asked to show the Fleet Advantage card to ensure that only those customers entitled receive service. If assistance is required please be prepared to show this card.

If a valid Fleet Advantage 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 22

Please also note that You should advise Arval immediately of any changes to contact name, company address and vehicle registration numbers. Please refer to General Terms and Conditions, clause 14, page 24.

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 Advantage Breakdown Cover, a supplementary premium will be payable. In addition, if You have broken down and require, but don't have, Relay (and the AA is prepared to upgrade Your Fleet Advantage Breakdown Cover to include this) the AA is entitled to limit the distance of the recovery under Relay on this occasion to a 'short tow'. 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.

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

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

Compliments and complaints

If you have a compliment or complaint about Your Fleet Advantage Breakdown Cover the AA really wants to hear from you. The AA welcome your comments as they provide the opportunity to put things right and to improve the service provided to its Members.

Phone: 0370 608 0277 (Mon-Fri 9am-5pm)
Or write to: Business Support,
AA Business Services, Swallowfield One,
Wolverhampton Road, Oldbury,
West Midlands B69 2AG
Email: fleetcustomers@theAA.com

It is the AA's policy to acknowledge any complaint within five working days. The AA will advise You of who is dealing with Your concerns and, where possible, provide a response. If, in regard to a complaint about Relay Plus You are still not satisfied after You have received a full response, or after eight weeks have passed, You may be eligible to contact the Financial Ombudsman.

Phone: 0800 023 4567
Or write to: The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR
Email: complaint.info@financialombudsman.org.uk.

However, please note that businesses with an annual group turnover of £1 million or more, charities with annual income of £1 million or more, or trusts with a net asset value of £1 million or more are not eligible to make a complaint to the Financial Ombudsman Service. Full details of eligibility for the Financial Ombudsman Service can be found at: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS) for Fleet Advantage Breakdown Cover: Relay Plus, which is provided by Acromas Insurance Company Limited (AICL), is covered by the FSCS. If you have purchased Relay Plus 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 0800 678 1100. 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)).

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 Fleet Advantage 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, or either or both of those insurers, as the context requires or allows.

'AAIS' means Automobile Association Insurance Services Limited.

'Fleet Advantage Breakdown Cover' means Fleetwide 3 or Fleetwide 4 cover.

'Breakdown' means an event:

- a) which 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 Advantage 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 Advantage Breakdown Cover.

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

Vehicle specifications

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

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

Maximum Vehicle Weight: 3.5 tonnes (3,500kg) gross vehicle weight
Maximum Vehicle Width: 7ft 6in (2.3m)

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

Fleet Advantage 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 20.

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 the Covered 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 the Covered Vehicle within a reasonable time, it will be taken to the AA's choice of relevant local repairer 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 Advantage 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 the Covered Vehicle or any supplier delivery 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 Advantage 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 the Covered Vehicle while it is being recovered;
- Routine maintenance and running repairs eg radios, interior light bulbs, heated rear windows;
- Any recovery or tow following an accident (see General Terms and Conditions, clause 2, page 20);
- Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the covered 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 20-25.

Home Start

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

What is covered:

- Home Start is only available if it is included in Your package (see page 16); 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 only available if it is included in Your package (see page 16); 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 the Covered Vehicle, together with the Driver and up to a maximum of seven passengers to any single destination of the Driver's choice in the UK (see also General Terms and Conditions, clause 1g, page 20).

What is not covered:

- If You join already requiring Relay (Recovery) and the AA is prepared to provide Relay (Recovery) assistance for the breakdown concerned then, in addition to charging an increased Premium, the AA is entitled to limit the relevant recovery under Relay (Recovery) 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;
- Recovery of the Covered Vehicle if it is at or within a quarter of a mile or less of the Home Address.
- A second or subsequent recovery (e.g. the return journey from the Driver's chosen destination or following a further breakdown of the Covered Vehicle);
- Overnight accommodation, incidental expenses, transportation of passengers in excess of the maximum number or transportation of passengers who are not in the Covered Vehicle at the time of the breakdown (although the AA can assist with arranging such accommodation and transportation at the Driver's cost on request);
- All things excluded under 'Roadside Assistance – what is not covered', [page 17](#).

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 16); and if the Relay Plus cover has been paid for at least 24 hours before the breakdown occurred;
- Relay Plus is available if the Covered 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 either a replacement vehicle OR overnight accommodation OR public transport costs (see below for full details of what is covered under each benefit).

What is not covered:

- Relay Plus cannot be provided retrospectively except in exceptional circumstances that may be agreed by the AA at its discretion;
- Relay Plus is not available following an accident (see General Terms and Conditions, clause 2, (page 20)).

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 Advantage 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. The AA will arrange for the Covered Vehicle to be taken to a local garage or another location of your choice (provided no further) but You will have to pay for any work carried out;
 - 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 manufacturers 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 eg 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 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. 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 the Covered Vehicle as a result of it being recovered;
 - i. **Recovering vehicles from trade or auction**

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;

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 eg 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, 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 or its agents does, at its absolute discretion, agree to transport any animal, then this will be at Your/ the Driver's own risk. It is the Driver's responsibility to secure any animal being transported or to make alternative arrangements for its transportation;

n. Participating in sporting events

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

2. Fleet Advantage 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 services is required (and You have Relay Plus), 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 request 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**

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 the Driver's 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**

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**

Where in the AA's reasonable opinion, the Covered Vehicle was, immediately before breakdown or accident, dangerous, overladen, unroadworthy or could not otherwise have been lawfully used on the public highway;

d. **Assisting where unsafe or unlawful**

In the AA's reasonable opinion, and 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**

In the AA's reasonable opinion, there has been an unreasonable delay in reporting the breakdown;

f. **Cannot verify Eligibility**

Where the Driver cannot produce a valid entitlement card (or appropriate receipt) and some other form of identification. If these cannot be produced, and the AA is unable to verify that the appropriate entitlement is held, the AA reserves the right to refuse service.

However if the Driver is unable to prove entitlement to service, the AA may, at its discretion, offer service on the immediate payment (by credit or debit card) of the usual Premium for the relevant cover required, plus a supplementary Premium for joining while already requiring assistance.

The Premium paid will be fully refunded if it can be established to the AA's reasonable satisfaction that the relevant level of service entitlement was held at the time of the breakdown.

Any services provided under Relay Plus must be paid for in advance by You and will be fully refunded if it can be established to the AA's reasonable satisfaction that entitlement to Relay Plus was held at the time of the breakdown. Without prejudice to Your statutory rights, no refunds will be given if entitlement cannot be proved, or simply because Your Vehicle cannot be fixed at the roadside;

g. **Unreasonable behaviour**

The AA reasonably considers that You or the Driver:

- (i) or anyone accompanying you or the Driver, 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 Advantage Breakdown Cover

8. You have the right to cancel Your Fleet Advantage 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 Advantage Breakdown Cover) or the receipt of the relevant cover documents, whichever 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').
 - b) if the Customer did not join already requiring assistance, the Customer will receive a full refund of the Premium less a pro-rata charge for the period on cover and an administration charge of £10. You (and any Drivers) must not, in any event, make further use of the cancelled Fleet Advantage 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 Advantage Breakdown Cover.
9. If You wish to cancel after the cooling off period has expired, subject to any other statutory rights You may have, there will be no refund of the Premium.
10. The AA shall have the right to cancel any Fleet Advantage Breakdown Cover Policy if:
 - a) the AA has been entitled to refuse service under clause 3g, page 22.
 - b) Fleet Advantage Breakdown Cover was taken out where the AA was, or is, entitled to cancel an existing or previous cover under sub paragraph a) or b) of this clause.
 - c) You are late in paying any sum due to the AA;
 - d) 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) and b). In the event that the AA cancels an Fleet Advantage Breakdown Cover Policy in accordance with subclause c), the AA shall give Customers a pro rata refund of the Premium based on the unexpired Cover at cancellation provided no service has been given.

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

Please see General Exclusion (1) for details of when changes to Your Fleet Advantage Breakdown Cover take effect. The AA reserve the right to refuse to re-register any Vehicle which has previously been registered under Your Fleet Advantage 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. Fleet Advantage Breakdown Cover will be automatically renewed at the end of each year. A reminder will be sent to advise of the cost of Fleet Advantage 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 AA Business Services on 0800 55 11 88 (option 1). Please note that if you pay by Direct Debit and your account details change, we will approach your bank for, or receive from your bank updated details to help continue to provide the services you have requested

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 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.

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 the AA on 0800 55 11 88 (option 1), by emailing fleetcustomers@theAA.com or by writing to: 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, 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
 - © 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 Advantage 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 Advantage Breakdown Cover and these Terms and Conditions are governed and should be interpreted by the laws of England and Wales. The EEA State for the purpose of Fleet Advantage Breakdown Cover is the United Kingdom. The Terms and Conditions are written in English and all correspondence entered into shall be in English.

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

Fleet Advantage Breakdown Cover and Administration Contract - Your Contract with AAIS

Set out below are the Terms and Conditions of your contract with Automobile Association Insurance Services Limited ("AAIS") relating to AAIS's arrangement and administration of your Fleet Advantage Breakdown Cover.

Please note that some sales are not arranged through AAIS and if this applies to your cover, you will be issued with a separate document identifying the company which arranged your cover, and giving the required information about that company.

The minimum duration of your arrangement and administration contract with AAIS is the duration of your Fleet Advantage Breakdown Cover and your contract with AAIS will terminate simultaneously with the termination of the related Fleet Advantage Breakdown Cover (whatever the reason for such termination).

1. Who regulates AAIS?

AAIS is an insurance intermediary authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority is the independent watchdog that regulates financial services. Our 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 the Financial Conduct Authority's website www.fca.org.uk or by contacting them on 0800 111 6768. The Financial Services Register number is 310562.

2. Which companies does AAIS deal with?

AAIS deals with Automobile Association Developments Limited (trading as AA Breakdown Services) which underwrites Roadside Assistance, Home Start and Relay, and Acromas Insurance Company Limited which underwrites Relay Plus. AAIS acts as an agent of these underwriters, when arranging payments or refunds of your premium. These are the only underwriters of breakdown assistance available through AAIS. AAIS may renew your cover to a different underwriter or notify you of a future change if the underwriter of AA products has changed for new policies for any reason.

3. What services does AAIS provide?

AAIS provides the following services to you:

- Providing information about breakdown cover: AAIS will provide you with information on the breakdown cover available from the insurer(s) under Fleet Advantage Breakdown Cover and will ask you some questions to help narrow down the level and type of that breakdown cover of interest to you. You will not receive advice or any recommendation on which level or type of breakdown cover to buy and you will need to make your own choice on which level and type of breakdown cover you require.
- Arranging breakdown cover. Once you decide what cover you require, AAIS will arrange this for you with the insurer(s), dealing with payment and issuing the relevant Fleet Advantage Breakdown Cover documentation and card(s).
- Administering breakdown cover: After arranging breakdown cover AAIS will administer it on your behalf, including supplying replacement Fleet Advantage Breakdown Cover documentation, keeping your Fleet Advantage Breakdown Cover records up to date, dealing with enquiries; changes to payment methods, renewals (including Autorenewal) of Fleet Advantage Breakdown Cover and cancellations (including refunds of premium on behalf of the insurer(s)).
- Making changes to breakdown cover: If during your Fleet Advantage Breakdown Cover you wish to change the type or level of cover AAIS will provide you with information to help you make your choice and will arrange any changes with the insurer(s), including dealing with any additional payments and issue any relevant Fleet Advantage Breakdown Cover documentation and card(s).
- If, during the currency of your Fleet Advantage Breakdown Cover, the relevant insurer

wishes to alter the Terms & Conditions of Fleet Advantage Breakdown Cover, AAIS will provide you with the relevant information. AAIS will, for compliance purposes, keep a copy of the policy that was issued to you. Communication by AAIS concerning any policy issued will be in English.

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

AAIS will always inform you of, or confirm in writing its fees for the services it provides under this contract. These fees and when they are payable, will be advised in the contract, in the accompanying letter or separately in writing.

Subject to any statutory rights you may have as a consumer, AAIS will only refund its fees in the circumstances set out in the following AA Breakdown Cover Policy General Terms & Conditions:

- a) where premium is refunded under clause 3f, page 22; or
- b) where you cancel under clause 8a, page 20; or
- c) where you cancel under clause 8b, page 20 in which case any refund will be subject to AAIS making a cancellation charge of £20.

AAIS will also tell you about any other charges relating to your Fleet Advantage Breakdown Cover.

5. Changes to Terms & Conditions

Annual cover: AAIS is entitled to change any of these Terms and Conditions at renewal. AAIS also reserves the right to make changes to these Terms & Conditions during the Subscription Year, on the giving of 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 AAIS's reasonable control

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

7. Exclusion of liability for loss of profit etc

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

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

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

8. Third parties

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

9. Interpretation: use of English law & language

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

10. What to do if you have a complaint?

If you wish to register a complaint about the services you have received from AAIS, please contact

By phone:	0345 607 6727
In writing:	Business Support, AA Business Services, Swallowfield One, Wolverhampton Road, Oldbury, West Midlands B69 2AG.
By email:	fleetcustomers@theAA.com

If you cannot settle your complaint with AAIS you may be entitled to refer it to the Financial Ombudsman Service.

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

The activities of AAIS in arranging Fleet Advantage Breakdown Cover are covered by the FSCS. You may be entitled to compensation from the scheme if AAIS cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone 0207 892 7300.

12. Use of headings

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

USE OF YOUR PERSONAL DATA

This privacy notice lets you know what happens to any personal data that you give to us, or any that we may collect from or about you. It applies to all products and services, and cases/examples where we collect your personal data.

The AA plc and our Data Protection Officer

We're The AA PLC, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA. We are a data controller of your personal data. The AA Group of companies means AA PLC, together with any entity in which AA PLC directly or indirectly has at least a 50% shareholding and where we act in support of the AA Charitable Trust for Road Safety and the Environment.

We have a dedicated data protection officer ("DPO"). You can contact the DPO by writing to the above address, marking it for the attention of the DPO, or by using the contact details in your policy terms and condition or going to the Contact Us section of our website.

1. What kinds of personal information about you do we process?

Personal information that we'll process in connection with all of our products and services, if relevant, includes:

- **Personal and contact details**, such as title, full name, contact details and contact details history;
- **Your date of birth, gender and/or age**;
- **Your nationality**, if needed for the product or service;
- **Details of beneficiaries**, such as joint policy holders, named drivers, beneficiaries of our products or services;
- **Family members** (if relevant to the product or service);
- **Records of your contact with us** such as via the phone number of our breakdown service and, if you get in touch with us online using our online services or via our smartphone app, details such as your mobile phone location data, IP address and MAC address;
- **Products and services** you hold with us, as well as have been interested in and have held and the associated payment methods used;
- **The usage of our products and services**, any call outs and claims, and whether those claims were paid out or not (and details related to this);
- **Marketing to you and analysing data**, including history of those communications, whether you open them or click on links, and information about products or services we think you may be interested in, and analysing data to help target offers to you that we think are of interest or relevance to you;
- **Vehicle information**, such as make and model, faults, repairs and repair costs. Offers may include our car, insurance, financial services, connected car, travel and any of our other products and services;
- **Telematics and driving information** about your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken (for example, if you have Car Genie);
- **Driving school assessment**, including feedback and analysis of your instructor;
- **Information about your use of products or services held with our business partners**, such as insurance policies, mortgage, savings or financial services and products;
- **Information we obtained from third parties**, including information about insurance risk, pricing, claims history, instances of suspect fraud and usage history;
- **Personal information which we obtain from Credit Reference Agencies and Fraud Prevention Agencies** (see the section on 'Fraud Prevention Agencies' below), including public (e.g. defaults, CCJs) and shared credit history, financial situation and financial history;
- **Fraud, debt and theft information**, including details of money you owe, suspected instances fraud or theft, and details of any devices used for fraud;

- **Criminal records information**, including alleged offences, for example if you apply for car insurance;
- **Information about your health or if you are a vulnerable customer**;
- **Information about your property**, such as location, value, number of rooms, property type and building work you've had done;
- **Financial details about you**, such as your salary and details of other income, details of your savings, details of your expenditure, and payment method(s);
- **Details about all of your existing borrowings and loans**, if relevant;
- **Information about your employment status**, if relevant;
- **Information about your property occupier status**, such as whether you are a tenant, live with parents or are an owner occupier of the property where you live at the time of your application;
- **Your residency and/or citizenship status**, if relevant, such as your nationality, your length of residency in the UK and/or whether you have the permanent right to reside in UK;
- **Your marital status, family, lifestyle or social circumstances**, if relevant to the product (for example, the number of dependents you have or if you are a widow or widower);
- **Information we buy or rent from third parties**, including demographic information, vehicle details, details of outstanding finance, vehicle claims history, marketing lists, publicly available information, and information to help improve the relevance of our products and services;
- **Insights about you and our customers** gained from analysis or profiling of customers;
- Where relevant, **information about any guarantor** which you provide in any application;
- **Third party transactions**; such as where a person other than the account holder uses the service, information about that person and the transaction; and
- **Tax information**, if relevant (for example, for savings accounts).

2. What is the source of your personal information?

We'll collect personal information from the following general sources:

- From you directly, and any information from family members, associates or beneficiaries of products and services;
- Information generated about you when you use our products and services;
- From a broker or other intermediary (e.g. comparison site) who we work with to provide products or services or quote to you;
- AA Group companies, if you already have a product with them, have applied for one or have held a one previously;
- Business partners (e.g. financial services institutions, insurers), account beneficiaries, or others who are a part of providing your products and services or operating our business;
- From other sources such as Fraud Prevention Agencies, Credit Reference Agencies, other lenders, HMRC, DWP, publically available directories and information (e.g. telephone directory, social media, internet, news articles), debt recovery and/or tracing agents, other organisations to assist in prevention and detection of crime, police and law enforcement agencies; and
- We buy or rent information about you or customers generally from third parties, including demographic information, vehicle details, claims history, fraud information, marketing lists, publicly available information, and other information to help improve our products and services or our business.

3. What do we use your personal data for?

We use your personal data, including any of the personal data listed in section 1 above, for the following purposes:

- Assessing an application for a product or service you hold with us, including considering whether or not to offer you the product or service, the price, the risk of doing so, availability of payment method and the terms;
- Managing products and services relating to the product or service, or application for one;
- Updating your records, tracing your whereabouts, and recovering debt;
- Managing any aspect of the product or service;

- To make automated decisions on whether to offer you a product or service, or the price, payment method, risk or terms of it;
- To perform and/or test the performance of our products, services and internal processes;
- To improve the operation of our business and that of our business partners;
- To follow guidance and best practice under the change to rules of governmental and regulatory bodies;
- For management and auditing of our business operations including accounting;
- To carry out checks at Credit Reference and Fraud Prevention Agencies pre-application, at application, and periodically after that;
- To monitor and to keep records of our communications with you and our staff (see below);
- To administer our good governance requirements and those of other members of our Group, such as internal reporting and compliance obligations or administration required for Annual General Meeting ("AGM") processes;
- For market research and analysis and developing statistics;
- Assessing and profiling aspects of your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken (if relevant to your product or service);
- For direct marketing communications and related profiling to help us to offer you relevant products and service, including deciding whether or not to offer you certain products and service. We'll send marketing to you by SMS, email, phone, post, social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match). Offers may relate to any of our products and services such as cars, roadside assistance, money and financial services, insurance, travel, member offers ("Member Benefits") as well as to any other offers and advice we think may be of interest;
- To provide personalised content and services to you, such as tailoring our products and services, our digital customer experience and offerings, and deciding which offers or promotions to show you on our digital channels;
- To develop new products and services and to review and improve current products and services;
- To comply with legal and regulatory obligations, requirements and guidance;
- To provide insight and analysis of our customers both for ourselves and for the benefit of business partners either as part of providing products or services, helping us improve products or services, or assess or improve the operating of our businesses;
- To share information, as needed, with business partners (e.g. financial services institutions, insurers), account beneficiaries, service providers or as part of providing and administering our products and services or operating our business;
- To facilitate the sale of one or more parts of our business;
- To enable other AA group companies to perform any of the above purposes; and
- To process any donations made to the AA Charitable Trust

4. What are the legal grounds for our processing of your personal information (including when we share it with others)?

We rely on the following legal bases to use your personal data:

- 1) **Where it is needed to provide you with our products or services**, such as:
 - a) Assessing an application for a product or service you hold with us, including consider whether or not to offer you the product, the price, the payment methods available and the conditions to attach;
 - b) Managing products and services you hold with us, or an application for one;
 - c) Updating your records, tracing your whereabouts to contact you about your account and doing this for recovering debt (where appropriate);
 - d) Sharing your personal information with business partners and services providers when you apply for a product to help manage your product;

- e) All stages and activities relevant to managing the product or service including enquiry, application, administration and management of accounts, illustrations, requests for transfers of equity, setting up/changing/removing guarantors; and
 - f) For some of our profiling and other automated decision making to decide whether to offer you a product and/or service, particular payment method and the price or terms of this.
- 2) Where **it is in our legitimate interests to do so**, such as:
- a) Managing your products and services relating to that, updating your records, tracing your whereabouts to contact you about your account and doing this for recovering debt (where appropriate);
 - b) To perform, test the performance of, our products, services and internal processes;
 - c) To follow guidance and recommended best practice of government and regulatory bodies;
 - d) For management and audit of our business operations including accounting;
 - e) To carry out searches at Credit Reference Agencies pre-application, at the application stage, and after that. Where you have been introduced to us by a broker or other intermediary they may do these searches on our behalf;
 - f) To carry out monitoring and to keep records of our communications with you and our staff (see below);
 - g) To administer our good governance requirements and those of other members of our Group, such as internal reporting and compliance obligations or administration required for AGM processes;
 - h) For market research and analysis and developing statistics;
 - i) For direct marketing communications and related profiling to help us to offer you relevant products and services, including deciding whether or not to offer you certain products and service. We'll send marketing to you by SMS, email, phone, post and social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match);
 - j) Subject to the appropriate controls, to provide insight and analysis of our customers to business partners either as part of providing products or services, helping us improve products or services, or to assess or to improve the operating of our businesses;
 - k) For some of our profiling and other automated decision making; and
 - l) When we share your personal information with these other people or organisations other than for providing products and services to you, as necessary for running our business or comply with legal or regulatory obligations.
- 3) To comply with our **legal obligations**
- 4) With your **consent or explicit consent**:
- a) For some direct marketing communications;
 - b) For some of our profiling and other automated decision making; and
 - c) For some of our processing of special categories of personal data such as about your health, if you are a vulnerable customer or some criminal records information.
- 5) For a **public interest**, such as:
- a) Processing of your special categories of personal data such as about your health, criminal records information (including alleged offences), or if you are a vulnerable customer.

5. When do we share your personal information with other organisations?

We may share information with the following third parties for the purposes listed above:

- AA Group companies and service providers;
- Business partners (e.g. financial services institutions, insurers), account beneficiaries, or others who are a part of providing your products and services or operating our business;
- Governmental and regulatory bodies such as HMRC, the Financial Conduct Authority, the Prudential Regulation Authority, the Ombudsman, the Information Commissioner's Office and under the Financial Services Compensation Scheme;

- Other organisations and businesses who provide services to us such as debt recovery agencies, back up and server hosting providers, IT software and maintenance providers, document storage providers and suppliers of other back office functions;
- Credit Reference and Fraud Prevention Agencies (see below); and
- Market research organisations who help us to develop and improve our products and services.

6. How and when can you withdraw your consent?

Where we're relying upon your consent to process personal data, you can withdraw this at any time by contacting us using the contact details in your policy documents or going to the Contact Us section of our website.

7. Is your personal information transferred outside the UK or the EEA?

We're based in the UK, but sometimes your personal information may be transferred outside the European Economic Area. If we do so, we'll make sure that suitable safeguards are in place, for example by using approved contractual agreements, unless certain exceptions apply.

8. How do we share your information with credit reference agencies?

To process your application, we'll perform credit and identity checks on you with one or more credit reference agencies (**CRAs**). Where you take insurance, financial or credit from us we may also make periodic searches at CRAs to manage your account with us. To do this, we'll supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We'll use this information to:

- Assess your creditworthiness and whether you can afford to take the product;
- Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);
- Assess payment methods available to you;
- Trace and recover debts; and
- Make sure any offers provided to you are appropriate to your circumstances.

We'll continue to exchange information about you with CRAs while you have a relationship with us. We'll also notify the CRAs about your settled accounts. If you borrow and don't repay in full and on time, CRAs will record the outstanding debt. This information may be given to other organisations by CRAs.

The identities of the CRAs, their role as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail on our website.

When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

If you're making a joint application, or tell us that you have a spouse or financial associate, we'll link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

9. How do we share your information with Fraud Prevention Agencies?

This is explained in a separate leaflet available on our website or by using the contact details in your policy documents.

10. What should you do if your personal information changes?

You should tell us so that we can update our records. The contact details for this purpose are in your policy documents. We'll then update your records if we can.

11. Do you have to provide your personal information to us?

We're unable to provide you with our products or services if you do not provide certain information to us. In cases where providing some personal information is optional, we'll make this clear.

12. Do we do any monitoring involving processing of your personal information?

In this section, monitoring means any: listening to recording of, viewing of, intercepting of, or taking and keeping records (as the case may be) of calls, email, text messages, social media messages, in person face to face meetings and other communications.

We may monitor where permitted by law and we'll do this where the law requires it, or to comply with regulatory rules, to prevent or detect crime, in the interests of protecting the security of our communications systems and procedures, and for quality control and staff training purposes. This information may be shared for the purposes described above.

13. What about other automated decision making?

We sometimes make decisions about you using only technology, where none of our employees or any other individuals have been involved. For instance, we may do this to: decide whether to offer you a product or service, to determine the risk of doing so, the price we will offer, whether to offer you credit, what terms and condition to offer you, assess lending, insurance and business risks, or to assess what payment methods we can offer you. We may also do this using data from other parts of the AA, including product or services details (including usage of them or claims made) and telematics data captured including on your vehicle, driving behaviour and location information.

We'll do this where it is necessary for entering into or performing the relevant contract, is authorised by laws that apply to us, or is based on your explicit consent.

14. For how long is your personal information retained by us?

Unless we explain otherwise to you, we'll hold your personal information based on the following criteria:

- For as long as we have reasonable business needs, such as managing our relationship with you and managing our operations;
- For as long as we provide goods and/or services to you and then for as long as someone could bring a claim against us; and/or
- Retention periods in line with legal and regulatory requirements or guidance.

15. What are your rights under data protection laws?

Here is a list of the rights that all individuals have under data protection laws. They don't apply in all circumstances. If you wish to use any of them, we'll explain at that time if they are engaged or not. The right of data portability is only relevant from May 2018.

- The right **to be informed** about your processing of your personal information;
- The right to have your personal information **corrected if it is inaccurate** and to have **incomplete personal information completed**;
- The right **to object** to processing of your personal information;
- The right **to restrict processing** of your personal information;
- The right **to have your personal information erased** (the "right to be forgotten");
- The right to **request access** to your personal information and to obtain information about how we process it;
- The right to **move, copy or transfer your personal information** ("data portability"); and
- Rights in relation to **automated decision making which has a legal effect or otherwise significantly affects you**.

You have the right to complain to the Information Commissioner's Office which enforces data protection laws - <https://ico.org.uk/>. You can contact our DPO for more details on all the above.

16. Your right to object

You have the right to object to certain purposes for processing, in particular to data processed for direct marketing purposes and to data processed for certain reasons based on our legitimate interests. You can contact us using the contact details in your policy documents to exercise these rights.

17. What are your marketing preferences and what do they mean?

We may use your home address, phone numbers, email address and social media or digital channels (e.g. Facebook, Google and message facilities in other platforms) to contact you according to your marketing preferences. You can stop our marketing at any time by contacting us using the details below or by following the instructions in the communication.

Changes to this privacy notice

We may change this privacy notice from time to time by updating this page in order to reflect changes in the law and/or our privacy practices. We encourage you to check this privacy notice for changes whenever you revisit our website – theaa.com/privacy-policy.

Contact Us

If you have any questions about this privacy notice, or if you wish to exercise your rights or contact the DPO, you can use the contact details in your policy book or you can go to the Contact Us section of our website. Alternatively, you can write to AA PLC, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA, marking it for the attention of the DPO or email dataprotection@theaa.com.

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 and regulated by the Commissioner of Insurance, Financial Services Commission, Gibraltar, and regulated by the Financial Conduct Authority, United Kingdom. Acromas Insurance Company Limited is a member of the Association of British Insurers. Head Office: 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). UK branch address: Acromas Insurance Company Limited, Enbrook Park, Folkestone, Kent, CT20 3SE.

Automobile Association Insurance Services Limited is 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 (Breakdown Assistance only)

For help following a breakdown in the UK	
Breakdown Assistance:	0870 419 2483*
Email enquiries:	fleetcustomers@theAA.com
Compliments and complaints:	0370 608 0277 (Monday to Friday, 9am to 5pm)
Follow up enquiries: (after a breakdown is completed)	0370 608 0277 (Monday to Friday, 9am to 5pm)
General breakdown enquiries:	0800 55 11 88 (option 1) (Monday to Friday, 9am to 5pm)
For help following a breakdown in the Republic of Ireland (under discretionary/reciprocal arrangements)	
AA Ireland:	00 800 88 77 66 44

*Calls cost 9.58p per minute plus your phone company's access charge.

SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation by calling 07900 444 999.

Information is available in large print, audio and Braille on request. Please call 0800 262 050 for details. Deaf, hard of hearing or speech-impaired customers can email fleetcustomers@theaa.com.

theAA.com/business

BSF950 0518