

# AA European Breakdown Cover

## Terms & Conditions Booklet

Emergency telephone numbers and  
how to obtain assistance in Europe

November 2022

**Important information: Please read and retain**

**AA**

# Welcome to AA European Breakdown Cover

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Welcome to the AA and thank you for purchasing AA European Breakdown Cover.

We aim to provide you with expert assistance, day or night, whilst you're driving in Europe. Our experienced case managers can help alleviate what can be a very stressful situation, particularly if you don't speak the local language. We also have access to a large number of service providers across all European countries to help get you back on the road if you break down.

If you have any queries about your cover or if you wish to purchase any optional enhancements before you travel please call us on 0344 209 0081.

You might like to visit [www.theAA.com](http://www.theAA.com) to find out more information about driving abroad or information on hotels, travel insurance or maps, guides and Driving in Europe kits.

Finally, may we wish you happy and stress-free motoring in Europe.

## Demands and Needs

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Our European Breakdown Cover Full policy enables you to choose from 2 cover levels designed to meet your demands and needs. Your Statement of Insurance shows the cover level and optional extras 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 will meet your needs.

Cover Level	Customer Needs
Full Cover	Customers who need an unlimited overall claims limit for assistance in Europe
Parts and Labour	Customers who need a contribution towards repair costs following a breakdown

## Overview

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AA European Breakdown Cover Full is available as a Single Trip, or Annual policy.

The main features of cover are:

- Roadside assistance and emergency repair
- Alternative travel arrangements in Europe
- Emergency accommodation in Europe
- Location and despatch of spare parts within Europe
- Vehicle recovery
- Parts and Labour cover (optional benefit)

Please see page 6 for important information on what to do when travelling abroad.

Please see page 7 for important information on what to do in the event of a breakdown.

# Introduction to your AA European Breakdown Cover

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This booklet contains the full terms and conditions for AA European Breakdown Cover and is valid for residents of the UK, Channel Islands or Isle of Man.

Your statement of Insurance and this booklet should be read together as one document and form your cover. Please read your documents carefully to make sure that the information shown as provided is correct and the cover level meets your needs.

European Breakdown Cover is arranged by Automobile Association Insurance Services Limited, which is an insurance intermediary, authorised and regulated by the Financial Conduct Authority. Registered Office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA England and Wales number 2414212.

The insurer of European Breakdown Cover is Acromas Insurance Company Limited, 57-63 Line Wall Road, Gibraltar. Register Number 88716 (Gibraltar). UK branch address: Enbrook Park, Sandgate, Folkestone, CT20 3SE. Acromas Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar and is a member of the Association of British Insurers.

Subject always to any relevant policy limits, excesses and other applicable terms and conditions, Acromas Insurance Company Limited insures the cost of services arranged under this policy.

References to 'the AA' or 'the Automobile Association' in this booklet are to Automobile Association Insurance Services Limited, which acts as agent of Acromas Insurance Company Limited.

**Please note: Any services that may be arranged for you under this policy are delivered by third party service providers including, but not limited to, garages, repairers, recovery operators, mechanics of motoring organisations and car hire companies. These third party service providers are not the agents of, nor are approved by, Automobile Association Insurance Services Limited or Acromas Insurance Company Limited. Neither Automobile Association Insurance Services Limited nor Acromas Insurance Company Limited is liable for the acts or omissions of such service suppliers.**

We reserve the right to accept or refuse an application for new or extended cover.

Every effort is made to ensure the accuracy of the reference information contained in this publication and this is believed correct at time of printing.



## Contents:

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<b>Important Information for Travelling abroad</b> .....	<b>6</b>
<b>Breakdown Contact numbers</b> .....	<b>6</b>
<b>Checklist – before you travel</b> .....	<b>6</b>
<b>What to do if I need assistance</b> .....	<b>7</b>
<b>Features and Benefits of European Breakdown Cover</b> .....	<b>8</b>
<b>AA European Breakdown Cover Policy Wording</b> .....	<b>11</b>
<b>Definitions</b> .....	<b>11</b>
<b>Types of Insurance and cover</b> .....	<b>13</b>
<b>Vehicle terms and conditions</b> .....	<b>14</b>
<b>Policy cover and limitations (what is covered and what is not covered)</b>	
Section 1. Roadside assistance and emergency repair in the territory (UK, Isle of Man or Channel Islands).....	<b>16</b>
Section 2. Pre-departure hire car in the territory (UK, Isle of Man or Channel Islands).....	<b>17</b>
Section 3. Roadside Assistance and emergency repair in Europe .....	<b>17</b>
Section 4. Alternative travel arrangements in Europe .....	<b>18</b>
Section 5. Emergency accommodation in Europe .....	<b>18</b>
Section 6. Location and despatch of spare parts within Europe.....	<b>19</b>
Section 7. Vehicle recovery to the territory (UK, Isle of Man or Channel Islands) or onward to original destination .....	<b>19</b>
Section 8. Missed Connection cover .....	<b>20</b>
Section 9. Vehicle collection.....	<b>20</b>
Section 10. Break-in cover .....	<b>20</b>
Section 11. Hire car in the territory (UK, Isle of Man or Channel Islands) .....	<b>21</b>
Section 12. Legal Benefit.....	<b>21</b>
Section 13. Optional parts and labour benefit .....	<b>22</b>
Section 14. Emergency message relay service .....	<b>22</b>
<b>General exclusions applicable to all of this policy</b> .....	<b>23</b>
<b>General conditions</b> .....	<b>24</b>
<b>How to make a complaint</b> .....	<b>29</b>
<b>AA – Roadside Assistance – Privacy Notice</b> .....	<b>30</b>
<b>Useful contact numbers and addresses</b> .....	<b>36</b>

## IMPORTANT INFORMATION FOR TRAVELLING ABROAD

### Breakdown Contact Numbers

**24 hour helpline calling from the UK, UK mobiles and abroad 0044 (0)121 336 6289**

### Call Charges and use of Public Telephones

Some call service providers may charge for calls to free phone numbers. It may be possible for the AA European Operations Centre to return a call to a mobile or a car phone, but your call service provider may charge you for this call.

You are therefore recommended to use a public telephone if possible. In France, only those phone boxes displaying the blue bell sign can receive incoming calls.

Please note that the AA regrets that it cannot reimburse any telephone costs incurred by your party.

### Checklist – before you travel

Please familiarise yourself with your AA European Breakdown Cover policy and check that your cover details are correct. You may wish to take your policy booklet with you.

Make sure that you have the following original documents and other items with you.

#### Required items

- Credit Card (**Required if you need to take advantage of the vehicle hire benefit**)
- Motor Insurance Certificate/Green Card (contact your motor insurer before taking a vehicle out of the UK to find out if you need a Green Card or if you wish to upgrade to fully comprehensive insurance)
- Driving licence (please note you may be required to obtain your licence history, you will need your licence number and National Insurance number to be able obtain your licence history from the DVLA)
- International driving permit
- Statement of Insurance or booking reference

#### Advisable items and further information

- Vehicle registration document or hired/leased certificate (if applicable), plus letter of authority if vehicle is hired or borrowed.
- Passport
- Spare set of car keys
- Visit [theAA.com/motoring/advice/overseas](http://theAA.com/motoring/advice/overseas) (**For further information on legal requirements and advice on driving abroad**)
- Visit [AAtravelshop.co.uk](http://AAtravelshop.co.uk) (**For the products you need when driving abroad**)

## What to do if you need assistance

### What to do if you need assistance

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#### Before you call anyone:

1. If possible try and stop in a safe place out of the way of traffic.
2. Switch on hazard warning lights and sidelights.
3. Put on your high visibility jacket where legally required. (See theAA.com/motoring advice/overseas for further information).
4. Place a warning triangle behind your vehicle in a clearly visible position
  - Roads: approximately 30 metres behind
  - European Motorways: approximately 100 metres behind
  - UK Motorways: do not place a warning triangle as this is illegal for safety reasons.
5. Get all occupants to a place of safety away from moving traffic.

#### What to do on a French motorway:

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

1. If you can get to an emergency telephone box, please press the button and the police will send assistance to your location.
2. If you are using a public phone, please dial 17 or, from a mobile phone, dial 112.
3. Once you have been towed off the motorway/service area, call the AA 24-hour helpline for further assistance.

Please note that from 1st October 2008 it is compulsory in France to travel with a warning triangle and a fluorescent high visibility vest. Please see theAA.com/motoring\_advice/overseas for further details on various European driving requirements.

#### What to do elsewhere in France or the rest of Europe

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Call the AA's 24-hour helpline for assistance. It is important that you contact the AA helpline if you require assistance. If you contact a garage direct, you will have to settle their bill and you will not be able to claim for these costs.

#### If you have an accident

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If you have a road traffic collision, you will be asked for your motor vehicle insurance details which you must supply. You must report the accident to your insurer as instructions for the repair or recovery of the vehicle can only be taken from them.

If you do not supply details of valid motor vehicle insurance when requested, this could delay the assistance that can be arranged or result in assistance being refused.

#### Please be ready to tell us:

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1. Your AA European Breakdown Cover Policy number, which appears on your Statement of Insurance, or your booking reference.
2. Your exact location.
3. A contact telephone number.
4. Your vehicle's make, model and registration number.
5. Your credit card details. These are only required for emergency vehicle hire or if you need for arrangements to be made on your behalf, which are not covered by the policy or if arrangements exceed policy limits.

#### Driving Licence

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Your driving licence must also be available if the emergency vehicle hire benefit is available and is to be used; the vehicle hire company will expect to see the original driving licence (please note you may be required to obtain your licence history, you will need your licence number and National Insurance number to be able to obtain your licence history from the DVLA).

#### Always carry your Statement of Insurance or booking reference

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You will need to quote a valid policy number or booking reference when you contact the 24 hour AA helpline for assistance to ensure that the full benefits of the policy can be offered.

## Features and Benefits of European Breakdown Cover

The table below is a summary of the key features, benefits and claim limits of your policy. Full details of cover, showing restrictions and limitations are detailed later in the booklet.

All claim limits are inclusive of any VAT.

Features and Benefits	Single Trip, Single Trip Group and Annual Policies
Duration of Trip	Unlimited number of trips for an Annual policy (each individual trip must not exceed 364 days). Single Trip and Single Trip Group policies are from 1 to 364 days.
Overall Claim Limit (excluding unaccompanied vehicle recovery, legal benefit and optional Parts and Labour cover)	<p>There is no overall claim limit per party per Trip. Please note that although there is no overall claim limit, there are separate limits for some individual benefits that will apply.</p> <p>There is no limit to the number of claims made on any Single Trip policy and up to 3 claims may be made per year for any Annual policy.</p>
24-hour English Speaking Assistance	Access to a 24-hour English-speaking call centre and translation service 7 days a week, 365 days a year.

### What's Covered

The table below is a summary of the benefits provided by your policy. Full details of these benefits are detailed later in the booklet (within the applicable section, referenced within the table).

Benefit Type and Limit	Section in this booklet	Cover
Unlimited Roadside Assistance	<p>Section 1.</p> <p>Section 3.</p> <p>Section 6.</p>	<ul style="list-style-type: none"> <li>• Roadside Assistance in the UK, Channel Islands or Isle of Man</li> <li>• Roadside Assistance in Europe for the duration of your trip.</li> <li>• Parts location and despatch to Europe (cost of parts not covered).</li> </ul>

Onward Transport. Up to £1,500* for single trip and Annual policies.	Section 2.	<ul style="list-style-type: none"> <li>Emergency car hire in the UK, Channel Islands or Isle of Man for up to 72 hours prior to the planned departure date of your trip (max £120 per day, £150 per day for group cover policies).</li> </ul>
Onward Transport £1,800* single trip for group cover policies (9-15 persons).	Section 4.	<ul style="list-style-type: none"> <li>Alternative travel arrangements in Europe. A contribution towards the costs of either / or a combination of the following: <ul style="list-style-type: none"> <li>Hire vehicle costs (max £120 per day, £150 per day for group cover policies)</li> <li>Economy air fares</li> <li>Standard class rail tickets</li> <li>Other transport costs (such as local taxi fares)</li> </ul> </li> </ul>
*Any claims made from sections 2,4,8 or 11 are part of these limits.	Section 8.	<ul style="list-style-type: none"> <li>Missed Connection cover.</li> </ul>
	Section 11.	<ul style="list-style-type: none"> <li>Up to 48 hours Hire car on return to the UK, Channel Islands or Isle of Man if your car is being recovered under section 7 (max (£120 per day, £150 per day for group cover policies).</li> </ul>
Accommodation. Up to £500 for emergency accommodation in Europe.	Section 5.	<ul style="list-style-type: none"> <li>Up to £500 per party (£1,080 for group cover policies), limit of £60 per person, per night.</li> </ul>
Accommodation. £1,080 for single trip group cover policies (9-15 persons).		
Vehicle recovery home or to your original destination within the geographical zone as shown on your Statement of Insurance.	Section 7.	<ul style="list-style-type: none"> <li>To recover your vehicle to your home or repairer in the UK, Channel Islands or the Isle of Man or onward to your original destination (But only where cost of recovery does not exceed your vehicle's current market value). Up to £120 vehicle storage charges.</li> </ul>
Vehicle collection.	Section 9.	<ul style="list-style-type: none"> <li>One person's pre-agreed travel and accommodation costs to collect your vehicle where the vehicle has remained in Europe for the completion of repairs.</li> </ul>

£200 Break-in benefit.	Section 10.	<ul style="list-style-type: none"> <li>Up to £200 towards the cost of emergency repairs to locks and windows following an attempted theft of or from your vehicle. This benefit is on a pay and claim basis.</li> </ul>
Up to £50,000 Legal Costs Benefit.	Section 12.	<ul style="list-style-type: none"> <li>Up to £50,000 for costs of help and advice after a road traffic collision. Bail bond guarantee up to £1,500.</li> </ul>
Parts and Labour cover (optional benefit).	Section 13.	<ul style="list-style-type: none"> <li>Up to a maximum claim limit of £500 (including VAT) for parts and labour required, following the breakdown of your vehicle.</li> </ul>
Message relay service.	Section 14.	<ul style="list-style-type: none"> <li>If your vehicle cannot be driven because of a breakdown or accident, messages can be relayed via the AA to your family or close business associates.</li> </ul>

# AA European Breakdown Policy Wording

AA European Breakdown Cover is an insurance product underwritten by Acromas Insurance Company Limited.

Please read your policy wording and Statement of Insurance carefully to make sure they meet your needs.

Acromas Insurance Company Limited has relied on the information you gave when they agreed to provide cover. This information, together with this policy wording, and the Statement of Insurance make up your insurance cover and must be read as one document.

Acromas Insurance Company Limited has agreed to insure you under the terms, conditions and exclusions in this policy and for which you have paid or agreed to pay the required premium.

European Breakdown Cover is arranged by Automobile Association Insurance Services Limited, which is an insurance intermediary, authorised and regulated by the Financial Conduct Authority. Registered Office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA England and Wales number 2414212.

## Definitions

Some of the words used throughout the policy have the meanings shown next to them in the glossary below.

**AA:** Automobile Association Insurance Services Limited, the administrators of the service in the UK.

**Accident:** The unexpected complete immobilisation of Your Vehicle due to a Road traffic collision, which affects the mobility or security of Your Vehicle or renders it unsafe to drive.

**Breakdown:** The unexpected complete immobilisation of Your Vehicle due to mechanical or electrical disruption, which affects the mobility or security of Your Vehicle or renders it unsafe to drive.

**Geographical Limits:** The countries, included in the geographical zone(s) for which You have purchased cover, as stated in Your Statement of Insurance. (Please see page 13 for further details).

**Home:** Your permanent residential address in the Territory as stated in Your policy confirmation letter.

**Insurer:** Acromas Insurance Company Limited.

**Market Value:** The cost of replacing the vehicle, boat or other waterborne craft with another of the same make, model, specification, age and condition as the vehicle, boat or other waterborne craft was immediately before the request for recovery You are claiming for. Where We are unable to estimate the Market Value of the vehicle, boat or other waterborne craft. We will use the nearest market equivalent for comparison or other appropriate trade valuations.

**Party:** The total number of people declared by You and shown on the Statement of Insurance.

**Period of cover:** The dates declared by You at the time of purchase and shown on the Statement of Insurance which We or Our authorised agents have issued and validated. (For Single Trip or Single Trip Group cover will finish as soon as You return Home, even if this is earlier than the dates shown.

We may agree to extend the Period of Cover in order to get You Home or, in the case of a one-way trip, to Your original intended destination if Your return is unavoidably delayed due to a Breakdown or Accident).

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

**Road traffic collision (RTC):** any incident that involves any moving or stationary objects, including but not limited to, other vehicles, animals, incidents with speed bumps, trees, fences, walls, posts, kerbs, ditches, ice, oil, road debris etc.

**Territory:** UK (England, Scotland, Wales and Northern Ireland), Channel Islands and the Isle of Man.

**Trailer:** Commercially built luggage trailers, camping trailers, car trailers, boat trailers, bike trailers, flatbed trailers, and trailer tents.

**Trip:** Your journey overseas in Your Vehicle within the Period of cover, starting when You leave Your Home in the UK. We will only cover You within the UK, Channel Islands and Isle of Man, for a direct journey between Your Home and the seaport or Eurotunnel terminal You are departing from or arriving back at.

(Northern Ireland to Republic of Ireland cover: cover commences from Your Home address in Northern Ireland for Your journey in Your Vehicle within the Period of cover to the Republic of Ireland. This specific journey does not require You to depart from or arrive back at a seaport or Eurotunnel terminal).

**Vehicle specifications:** A car, light van, campervan, motor caravan, minibus, caravan, Trailer or motorcycle over 200cc used for private purposes, and meeting the Weight and Size Restrictions.

**Weight and Size Restrictions:**

Maximum vehicle weight: 3.5 tonnes (3500 kgs) gross vehicle laden weight

Maximum vehicle length: 7m (23 ft)\*

Maximum vehicle width: 2.3m (7ft 6in)\*

Maximum vehicle height: 3m (9ft 10in)\*

\*These dimensions will be calculated taking into account anything attached to Your Vehicle and any Trailer or caravan, including but not limited to towing equipment, any carriers or racks (e.g. bike or luggage), or anything else attached to the vehicle or the carriers/racks).

**We/Us/Our:** The Insurer.

**You/Your:** The person named on the Statement of Insurance, who is a resident of the UK, Channel Islands or Isle of Man, has agreed to act on behalf of the whole Party and is on Your Trip.

**Your Vehicle:** The vehicle, caravan or Trailer, which You have registered for cover with the AA at the time of the relevant Breakdown or Accident, have paid the relevant towing supplement and is registered permanently in the UK, Isle of Man or Channel Islands and must comply with the Vehicle specifications.

## Types of insurance and cover

AA European Breakdown Cover is available for three types of policy, as detailed below. The type of cover You have chosen and any supplements applicable are shown on Your Statement of Insurance. Single Trip and Single Trip Group covers are only valid between the dates set out on Your AA European Breakdown Cover Statement of Insurance, unless Your return is unavoidably delayed due to a Breakdown or Accident, in which case We may agree to extend cover to get You Home or to Your original destination.

### Single Trip

This type of policy covers You and Your Vehicle for one outbound and return Trip to Europe between the dates specified on Your Statement of Insurance.

An additional supplement will be payable if You are towing a Trailer or caravan. The maximum party size is eight (8) persons.

### Single Trip Group

Entitles You to the same cover as Single Trip cover. Cover is provided for a group of 9-15 persons travelling together in one vehicle.

### Annual

Entitles You to make an unlimited number of motoring Trips in Your Vehicle within the year period specified on Your Statement of Insurance. Each individual Trip must not exceed a maximum of 364 days. We calculate the length of each Trip from the time of Your departure from Your registered Home address until You return Home to that address. You may make a maximum of three (3) claims per year. There is no additional supplement for towing Trailers and caravans. The maximum party size is eight (8) persons. Group cover is not available for Annual policies.

### Geographical Zones

You should purchase the cover which includes any country you are travelling through.

#### Zone 1

##### Covers the countries below:

United Kingdom, Channel Islands or Isle of Man, Andorra, Belgium, France, Germany, Ireland, Luxembourg, Monaco, Netherlands.

#### Zone 2

##### Covers the countries in Zone 1 and also the countries below:

Austria, Gibraltar, Italy, Liechtenstein, Portugal, San Marino, Spain (excluding Ceuta and Melilla) Switzerland, Vatican City.

#### Zone 3

##### Covers the countries in Zone 1 and also the countries below:

Albania, Austria, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Greece, Hungary, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Macedonia, Malta, Montenegro, Norway, Poland, Romania, San Marino, Serbia, Slovakia, Slovenia, Sweden, Switzerland, Turkey in Europe plus Uskudar, Ukraine, Vatican City. All European Mediterranean Islands (excluding the Canary Islands).

#### All Zones

If You purchase 'All Zones' You will be covered in all countries in Zones 1, 2 and 3.

We reserve the right to amend the Geographical Limits of cover in the event of areas becoming affected by war, civil disturbance, riot or radioactive contamination.

### Transportation of animals

Your European Breakdown Cover does not extend to arranging transportation for any animals. You are responsible at all times for making alternative arrangements for the transportation of any animal accompanying You.

Please see clause 2 of the General Exclusions on page 23.

# Vehicle terms and conditions

**Any type of vehicle or Trailer not mentioned in these terms and conditions is not covered.**

## 1. Vehicle types

We cover the following vehicle types:

### a) Private cars, light vans, campervans, motor caravans and minibuses

Cover is available for the vehicles listed, providing they meet all the vehicle specification criteria set out under the policy. Without limitation, please note in particular the weight and size restrictions set out in point 2 of these vehicle terms and conditions.

**Please note** that campervans and motor caravans are excluded from the optional Parts and Labour benefit.

### b) Motorcycles

Cover is also available for motorcycles over 200cc providing they meet the vehicle specification criteria set out under the policy (without limitation, please note in particular the weight and size restrictions set out in point 2 of these vehicle terms and conditions). However, We regret that it is not possible to arrange hire of a motorcycle if a replacement vehicle is required. A hire car or alternative transport will be arranged.

Specialist motorcycle recovery cannot be arranged, however, arrangements will be made for Your motorcycle to be recovered back to the Territory under the 'Vehicle recovery or onward to Your original destination' benefit detailed on page 19 (section 7) providing the terms of that benefit have been met.

**Please note** that motorcycles are excluded from the optional Parts and Labour benefit.

### c) Trailers and Caravans

Commercially built Trailers and caravans are included within the policy, providing that the towed vehicle and the Trailer load complies with the weight and size restrictions shown below, and does not exceed the manufacturer's fully laden height, weight and width limits, and is fit for purpose. In addition, a serviceable spare wheel and tyre must be carried if supplied as part of the manufacturer's standard equipment.

A towing supplement is payable except for Annual policies.

It is not possible to arrange a replacement caravan or Trailer if Yours cannot be repaired in Europe. It is also extremely difficult to hire vehicles with tow bars, so it may become necessary to recover a caravan or Trailer together with the insured vehicle, if the insured vehicle cannot be repaired abroad by Your return date.

If it is not possible to arrange repair of the Trailer in Europe, We will only recover a Trailer up to its current Market Value. If You choose to collect Your Trailer, the benefits are up to a maximum of £800 for one person.

We will recover Your personal effects, goods, vehicles, boats or other waterborne craft on or in Your Vehicle and/or Trailer if We are recovering Your Vehicle and/or Trailer. We will not recover these items if We are not recovering Your Vehicle and/or Trailer nor will We consider any claim for loss resulting from damage to/loss of use of these items. Such items remain Your responsibility at all times.

**Please note** that Trailers and caravans are excluded from the optional Parts and Labour benefit if purchased.

## 2. Weight and size restrictions (including any load carried)

We cover vehicles highlighted in section 1 of these vehicle terms and conditions providing that they comply with the limitations and vehicle type, weight and size restrictions, and other conditions as set out below.

The Trailer, caravan and its load must also comply with the size and weight restrictions below, or unfortunately the AA will be unable to recover Your property.

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

\*These dimensions will be calculated taking into account anything attached to Your Vehicle and any Trailer or caravan, including but not limited to towing equipment, any carriers or racks (e.g. bike or luggage), or anything else attached to the vehicle or the carriers/racks.

### **3. Vehicle Specifications**

All vehicles must:

- be built to manufacturer's specifications
- have a current MOT certificate (where required)
- have a current vehicle excise licence
- have appropriate insurance for driving overseas
- be in a roadworthy condition at the start of Your Trip
- be used for private purposes only.

In the event of a claim We may require proof of Your Vehicle's service history.

### **4. Vehicle Occupancy**

#### **a) Single Trip and Annual cover**

The maximum persons in Your Vehicle must not exceed eight (8) including the driver and any infants and must also not exceed the number of seats fitted in the vehicle. The vehicle must have seats and restraints fitted as manufacturer's standard.

You must comply with legislation in the countries You are visiting and We cannot be liable for any loss whatsoever because Your Vehicle cannot be imported into or used in overseas countries, due to its type, weight and/or dimensions. If in doubt, contact the AA for advice before You travel.

#### **b) Single Trip Group Cover**

The maximum number of persons in Your Vehicle must not exceed 15 including the driver and any infants, and must also not exceed the number of seats fitted in the vehicle. The vehicle must have seats and restraints fitted as manufacturer's standard.

You must comply with legislation in the countries You are visiting and We cannot be liable for any loss whatsoever because Your Vehicle cannot be imported into or used in overseas countries, due to its type, weight and/or dimensions. If in doubt, contact the AA for advice before You travel.

## Policy cover and limitations

Please note that pre-departure cover for hire car and roadside assistance commences from up to 72 hours prior to Your scheduled departure time from the Territory. All other elements of cover under this policy commence on the date of departure.

You should read the following wording in conjunction with 'Vehicle terms and conditions' on pages 14 and 15, 'General exclusions' on page 23 and, 'General conditions' on pages 24 to 28.

What is covered	What is not covered
<p>Access to the AA's 24 hour helpline to arrange emergency roadside assistance if Your Vehicle is stranded on the highway as a result of a Breakdown or Accident, within the Geographical Limits.</p> <p>Subject to the limits for costs detailed on pages 16-22 and 15</p> <p>All claims limits are inclusive of any VAT.</p>	<p>This applies to all sections (excluding unaccompanied vehicle recovery, Legal Benefit and, if purchased, Optional Parts and Labour benefits).</p> <ol style="list-style-type: none"> <li>1. More than three claims per year for Annual cover policies (including the Optional Parts and Labour benefit).</li> <li>2. Parties of more than eight persons (or 15 persons per Party for Single Trip Group cover).</li> <li>3. Any cost for replacement part(s), tyres, body glass, fuel, lubricants or other fluids, keys or other devices to lock or unlock Your Vehicle.</li> <li>4. Any costs for a locksmith, body glass, tyres, keys or other specialist (If it is considered that their services are needed, the AA will seek to arrange this on Your behalf, the cost of the call out or any repair is not covered).</li> <li>5. Any further assistance for the incident, if the use of a locksmith or other specialist will mobilise the vehicle.</li> </ol>
<p><b>Section 1. Roadside assistance and emergency repair within the Territory</b></p> <p>Roadside assistance and emergency repair at the roadside or, if Your Vehicle cannot be repaired at the roadside, towage to the nearest repairer or back to Your Home. Roadside assistance commences on the departure date unless used in conjunction with Section 2 where it commences from up to 72 hours prior to Your scheduled departure time from the territory</p>	<ol style="list-style-type: none"> <li>1. Any costs for labour that are not incurred at the roadside.</li> <li>2. Parts and labour (other than labour costs incurred at the roadside) unless the optional benefit has been purchased.</li> <li>3. Any costs incurred where the vehicle is overloaded, used in rallying, off-road driving or used in motor sports.</li> <li>4. Any matter excluded from cover as stated under the General exclusions on page 23.</li> </ol>

## What is covered

### Section 2 - Pre-departure hire car in the Territory

This service is only available when cover has been purchased at least 7 days before your planned trip departure date.

Up to £120 per day (or £150 per day for Single Trip Group Cover) towards the cost of hiring an alternative vehicle (including the minimum legally required motor insurance cover).

If Your Vehicle has:

1. broken down in the Territory within 72 hours prior to your planned trip departure time; and
2. the AA have attended the Breakdown under Section 1; and
3. are unable to repair Your Vehicle in accordance with Section 1; and
4. the repairer estimates that the repairs to Your Vehicle will take more than 24 hours.

It is not possible to arrange hire of a motorcycle, if a replacement vehicle is required, a hire car or alternative transport will be arranged.

(The above costs are part of Your overall alternative travel limit for sections 2,4,8 and 11 of £1,500 per Party per Trip or £1,800 for Single Trip Group Cover).

### Section 3 - Roadside assistance and emergency repair in Europe

Roadside assistance and emergency repair at the roadside or, if Your Vehicle cannot be repaired at the roadside, towage to the nearest repairer.

## What is not covered

1. Any additional charges arising from Your use of the hire car such as fuel costs, any insurance excess charges, or additional hire costs if You keep the vehicle longer than the period agreed with Us. You must pay these direct to the hirer.
2. Any contribution towards the cost of motor insurance cover for an alternative hire car, which is over and above the relevant minimum legally required cover for the country in which You are travelling\*.
3. Any costs incurred if You leave the hire car at a different location to the one agreed with Us or the hirer.
4. Any additional costs incurred for transporting Your pet(s) / animal(s).
5. Anything shown as not covered under section 3 – Roadside Assistance and Emergency Repair in the Territory.
6. Any matter excluded from cover as stated under the General exclusions on page 23.

\*It is recommended that You consider purchasing, at your own expense, additional insurance such as collision damage waiver, if offered by the hirer.

1. Any costs for labour that are not incurred at the roadside.
2. The cost of recovery to Your Home or to Your original destination where this exceeds the current Market Value of Your Vehicle.
3. Parts and labour (other than labour costs incurred at the roadside) unless the optional benefit has been purchased.
4. Any matter excluded from cover as stated under the General exclusions on page 23.

## What is covered

### Section 4 – Alternative travel arrangements in Europe

The cost of Your alternative travel, if the repairer estimates that the repairs to Your Vehicle will take more than eight (8) hours, from one or a combination of:

- a. Contribution of up to £120 per day (or £150 per day for Single Trip Group Cover) towards the cost of hiring an alternative vehicle (including the minimum legally required motor insurance cover) within the relevant Geographical Limits under the level of cover You have purchased.
- b. Air fares (economy)
- c. Rail fares (standard)
- d. Local taxi fares
- e. Any other transport equivalent to 2nd class rail fares

It is not possible to arrange hire of a motorcycle; if required a hire car or alternative transport will be arranged.

Trailers/ Caravans important note: It is not possible to arrange a replacement caravan or Trailer if Yours cannot be repaired in Europe. It is also extremely difficult to hire cars with tow bars, so it may become necessary to recover a caravan or Trailer together with Your Vehicle, if Your Vehicle cannot be repaired abroad by Your return date. (Please also refer to General Condition 3.2 on page 26).

(The above costs are part of Your overall alternative travel limit for sections 2,4,8 and 11 of £1,500 per Party per Trip or £1,800 for Single Trip Group Cover).

### Section 5 - Emergency accommodation in Europe

Your costs, over and above those You have budgeted for, for overnight accommodation of up to £60 per person, per night if the repairer estimates that the repairs to Your Vehicle will take more than eight (8) hours (Emergency Accommodation can be used in conjunction with section 4. above).

## What is not covered

1. Any additional charges arising from Your use of the hire car such as fuel costs, any insurance excess charges, or additional hire costs if You keep the vehicle longer than the period agreed with Us. You must pay these direct to the hirer.
2. Any contribution towards the cost of motor insurance cover for an alternative hire car, which is over and above the relevant minimum legally required cover for the country in which You are travelling\*.
3. Any costs incurred if You leave the hire car at a different location to the one agreed with Us or the hirer.
4. Any additional charges made by the airline including but not limited to excess baggage.
5. Any costs incurred following Your return to Your Home.
6. Any additional costs incurred for transporting Your pet(s) / animal(s).
7. Anything shown as not covered under section 3 – Roadside Assistance and Emergency Repair in Europe.
8. Any matter excluded from cover as stated under the General exclusions on page 23.

\* It is recommended that You consider purchasing, at your own expense, additional insurance such as collision damage waiver, if offered by the hirer.

1. More than £500 per Party, per Trip (or more than £1,080 per Party per Trip for Single Trip Group cover).
2. Costs for meals, drinks, telephone calls, newspapers.
3. Costs You would have paid, had no problem with Your Vehicle occurred.
4. Costs where the need for accommodation arises from the transport of any animal.
5. Costs for any animal's emergency accommodation.
6. Anything shown as not covered under section 3 – Roadside Assistance and Emergency Repair in Europe.
7. Any matter excluded from cover as stated under the General exclusions on page 23.

## What is covered

### Section 6 – Location and dispatch of spare parts within Europe

The location and delivery costs of spare part(s) needed to complete repairs overseas, providing that repairs have been agreed as the best option.

You will be asked to pay for any spare part(s) at the time they are ordered for You.

Standard UK spare parts may not be available locally and delay may occur in location and delivery from the UK. There is no guarantee that spare part(s) will be available, especially for older vehicles, where parts may not be possible to locate. We are not liable for variations in the cost of spare parts located overseas.

## What is not covered

1. The cost of any spare part(s)
2. Anything shown as not covered under section 3 – Roadside Assistance and Emergency Repair in Europe.
3. Any matter excluded from cover as stated under the General exclusions on page 23.

### Section 7 – Vehicle recovery to the Territory or onward to original destination

The cost of the unaccompanied recovery of Your Vehicle, if repairs cannot be completed in time for Your planned return Home to a single destination being either:

- a. Your permanent Home address; or
- b. Your nominated vehicle repairer in the Territory; or
- c. Your original destination within the Geographical Limits.

Storage charges up to £120 incurred in the recovery, provided that You have made every attempt with Us to organise for Your Vehicle to be returned to Your Home.

It is not possible to arrange a motorcycle recovery specialist.

If Your Trailer cannot be repaired in Europe, costs of recovery up to its current Market Value. If You choose to collect Your Trailer, the benefits are up to a maximum of £800 for one person.

#### Average Recovery time to the Territory

When vehicle recovery is arranged, delivery of the vehicle normally takes 8-14 working days from most countries in Western Europe. At busy periods, or in other destinations such as, without restriction, Scandinavia or the Balkan Peninsula, recovery may take longer.

#### Personal Luggage and equipment

Costs for the transportation or recovery of personal effects, goods, vehicles, boats or other waterborne craft on or in Your Vehicle and/or Trailer, at the time that Your Vehicle and/or Trailer is being transported or recovered to the Territory.

1. Recovery costs if You have not agreed with Us in advance, the method of recovery.
2. Recovery of Your Vehicle if We calculate the cost to do so is in excess of its Market Value (see General exclusion 11 on page 19)
3. Recovery where Your Vehicle only needs minor or inexpensive repairs, costing £500 or less, inclusive of VAT. (We may agree collection with You in these circumstances if repairs cannot be completed by Your booked return date).
4. Recovery where the local garage indicates that it can complete repairs before Your return date.
5. Recovery costs for Your Vehicle if nobody in Your Party is fit to drive.
6. Repatriation costs for You or Your Party if nobody in Your Party is fit to drive.
7. Any losses resulting from a delay in recovering Your Vehicle.
8. The cost of additional transit risk insurance. You should contact Your motor vehicle insurers to ensure that Your existing policy covers this.
9. The replacement cost of Your Vehicle or any salvage money if Your Vehicle is beyond commercial economic repair.
10. Transportation costs for a repaired vehicle.
11. Recovery costs for a boat or other waterborne craft towed on a Trailer when these costs exceed the combined Market Value of the boat or waterborne craft and Trailer.
12. Recovery costs for a vehicle towed on a Trailer when these costs exceed the combined Market Value of the vehicle and Trailer.
13. Any claim for loss, damage or loss of use of personal effects, goods, vehicles, boats or other waterborne craft on or in Your Vehicle and/or Trailer.
14. Costs for the transportation or recovery of personal effects, goods, vehicles, boats or other waterborne craft on or in Your Vehicle and/or Trailer, if Your Vehicle and/or Trailer is being not being transported or recovered to the Territory.
15. Any repair costs after We have recovered Your Vehicle to Your Home, chosen garage in the Territory, or Your original destination.
16. Any claim for collection costs where the overseas garage has not started the repairs required to put Your Vehicle back on the road before You return Home.
17. Any additional costs incurred for the transport of Your pet(s) / animal(s).
18. Anything shown as not covered under section 3 – Roadside assistance and emergency repair in Europe.
19. Any matter excluded from cover as stated under the General exclusions on page 23.

## What is covered

### Section 8 – Missed connection cover

Arrangement and costs for the following subject to availability;

- a. Standard class replacement ticket(s) to enable You and Your Party to continue the Trip from the intended destination station for the first missed connection as a direct consequence of one of the conditions listed above; or
- b. Hire of a replacement vehicle, up to a maximum of £120 per day (up to £150 per day where you have purchased Single Trip Group cover).

If You arrive at the rail, motorail, ferry or flight departure point within the Geographical limits too late to commence the journey due to a Breakdown or Accident during the outward or return part of Your Trip, providing that You would have been on time for the journey if the Breakdown or Accident had not happened, the Insurer will cover the first missed connection.

(The above costs are part of Your overall alternative travel limit for sections 2,4,8 and 11 of £1,500 per Party per Trip or £1,800 for Single Group Cover).

### Section 9 – Vehicle collection

One person's pre-agreed travel and accommodation costs to go directly overseas to collect Your Vehicle, if Repairs are started but not completed before Your planned return Home and if the decision is made not to recover Your Vehicle under Section 7.

### Section 10 – Break-In cover

Costs of emergency repairs to locks, windows or windscreens to make Your Vehicle secure following forcible entry or attempted forcible entry to Your Vehicle whilst in Europe.

These costs are limited to £200. You should always contact Your motor insurer before calling the AA. You will be required to pay these costs Yourself and claim them back by completing a claim form.

If your vehicle is not fit or safe to drive because of the attempted theft we will classify this as a breakdown and all other benefits under this policy will come into force, subject to their relevant limits and terms.

If the vehicle is deemed fit or safe to drive, only the cost of reimbursement of repair costs will be available up to £200.

## What is not covered

1. Any subsequent missed connections after the first connection We cover.
2. Any travel costs for missed connections to destinations outside of geographical limits.

1. Costs which exceed the current Market Value of Your Vehicle.
2. Any claim for vehicle collection costs where the overseas garage has not started the necessary repairs to put Your Vehicle back on the road for Your return Home.
3. Any additional charges arising from Your use of the hire car such as, fuel costs, any insurance excess charges, or additional hire costs if You keep the vehicle longer than the period of hire agreed. You must pay these costs direct to the hirer.
4. Any additional charges made by the airline including but not limited to excess baggage.
5. Any contribution towards the cost of motor insurance cover for an alternative hire car which is over and above the relevant minimum legally required cover for the country in which the vehicle is used.
6. Any costs incurred if You leave the hire car at a different location to the one agreed.
7. Any costs incurred following Your return to Your Home.
8. Any additional cost incurred for Your pet(s) / animal(s).

1. Any costs where You have not reported the incident to the police as quickly as possible, preferably within 24 hours, and obtained a written police report from the police. (You will be asked to provide a copy of the police report when you make a claim under this section).
2. The cost of any parts required to repair the vehicle.
3. Repairs not necessary to enable Your Vehicle to continue the journey.
4. Any items that were in Your Vehicle.
5. Costs incurred after You return to Your Home.
6. Any other benefits described in this policy booklet. (Should Your Vehicle Breakdown or be involved in an Accident during the same Trip, We will provide the cover in line with the relevant sections).

## What is covered

### Section 11 – Hire car in the Territory whilst awaiting repair or recovery

Arrangement and the cost of a hire car for up to £120 per day (or £150 per day for Single Trip Group Cover) towards the cost of hiring an alternative vehicle (including the minimum legally required motor insurance cover) for up to 48 hours, whilst You are awaiting recovery of Your Vehicle. This benefit is available whilst your vehicle is being repaired or recovered under your European Breakdown cover and You have returned to the Territory.

(The above costs are part of Your overall alternative travel limit for sections 2, 4, 8 and 11 of £1,500 per Party per Trip or £1,800 for Single Group Cover).

### Section 12 – Legal Benefit

Up to £50,000 in total per Party, if Your Vehicle is involved in a Road traffic collision outside of the Territory, for overseas legal expenses incurred as follows:

1. The reasonable cost of representation (court, lawyers' fees and witness expenses) in an overseas court by a lawyer designated by Us in relation to the defence of a motoring offence allegation brought against You or a member of Your Party involving Your Vehicle and where at Our absolute discretion there is a reasonable prospect of a successful defence.
2. The reasonable cost of pursuance of uninsured loss claims against third parties arising from a Road traffic collision involving You or a member of Your Party while using Your Vehicle, to cover:
  - a. Court fees, lawyers' fees, medical and/or dental report fees and expert witness fees.
  - b. Essential travel and accommodation expenses, up to a maximum of £250 per person, where such expenses are not otherwise recoverable and have been incurred by You or a member of Your Party who are required by a court or an insurer to attend overseas in connection with the claim or incident giving rise to it.

A Bail Bond or other security to any judicial authority will be provided to secure Your release or that of a member of Your Party or the release of Your Vehicle, following a Road traffic collision, by advancing funds up to £1,500, provided that a suitable guarantee of repayment is received.

You must send Us every legal letter, writ or other legal document, in connection with any claim against You or another member of Your Party, immediately You receive it.

## What is not covered

1. The cost of a hire car after two (2) days or once Your Vehicle is recovered to Your Home (whichever is the sooner).
2. Any additional charges arising from Your use of the hire car such as, fuel costs, any insurance excess charges, or additional hire costs if You keep the vehicle longer than the period of hire agreed. You must pay these costs direct to the hirer.
3. Any contribution towards the cost of motor insurance cover for an alternative hire car which is over and above the relevant minimum legally required cover for the country in which You are travelling.
4. Any costs incurred if You leave the hire car at a different location to the one agreed.
5. Anything shown as not covered under section 3 – Roadside Assistance and Emergency Repair in Europe.
6. Any matter excluded from cover as stated under the General exclusions on page 23.

1. Any claim not reported in the 180 days after the event giving rise to the claim.
2. Any claims arising from off-road racing, motor competitions, Pacemaking, racing or overloading.
3. Any costs of delay or confiscation by Customs or other officials or import dues.
4. Claims being pursued under AA travel Insurance Legal Expenses, or any other insurance.
5. Fines, damages or costs awarded against You or a member of Your Party.
6. Assistance, financial or otherwise, in endeavouring to obtain satisfaction of any judgment or binding decision.
7. Assistance, defence or negotiation of claims made against You or Your Party against another member of Your Party or against Us.

## What is covered

### Section 13 – Optional: Parts and Labour Benefit

Your statement of insurance will show if You have purchased this benefit.

Parts & Labour benefit commences from your trip departure date. (When purchased the cover is subject to the same Geographical Limits as sections 1-6 and in Your country of residence for a direct journey between Your Home and the seaport or Eurotunnel terminal You are departing from or arriving back at).

The costs of repair work (parts and labour) up to a maximum claim limit of £500 per Trip including VAT, provided that Your Vehicle:

- a. has suffered a Breakdown, which has prevented it from continuing its journey safely;
- b. has been attended under the Roadside Assistance benefit of Your European Breakdown Cover policy; and
- c. requires the repair or replacement of the faulty part(s) to enable Your Trip to be resumed or, if applicable, commenced.

If spare parts are not available locally, this will impact on the time taken for a repair. Repairs should not start until We have agreed with You that the relevant repair is eligible for cover, otherwise, You will not be covered for repairs.

The responsibility for authorising repairs rests with You, and the contract for performance of the repairs is between You and the repairer. Only the repairer will have legal responsibility to You for the performance and quality of the repair. We do not have any liability for the acts and omissions of the repairer, even if We pay for the repairs in part or in full.

Any exploratory dismantling charges will only be paid for as part of a valid claim. It is Your responsibility to agree dismantling with the repairer and to pay their charges if, after dismantling, it is reasonably apparent that any defect found is not covered under the Parts and Labour benefit. You may have to pay the garage direct for all parts and labour costs and claim these back up to the maximum claim limit when You return to Your Home address.

It cannot be guaranteed that spare part(s) which are readily available in the UK will be readily available elsewhere and delays may occur in location and delivery of these part(s), especially for older vehicles, where parts may be impossible to locate. Neither, We, nor the AA have any control over the variations in the cost of spare part(s) located or labour rates.

For Annual policies a maximum of three (3) claims can be made within the dates stated on Your Statement of Insurance.

### Section 14 – Emergency message relay service

The AA will relay any urgent messages to Your immediate family or close business associates, if Your vehicle cannot be driven because of a Breakdown or Accident in the Territory or in Europe.

## What is not covered

1. Parts and Labour in the event of an Accident, theft or vandalism
2. The cost for parts and labour for hire cars, motorcycles, Trailers, campervans, motor caravans and caravans.
3. Costs for tyres, windscreens, windscreen wipers and mechanism and windows, wing mirrors, sunroof motors and mechanisms, window mechanisms (mechanical and electrical), air conditioning components, all body parts, paint, trim, upholstery, cosmetic finishes, folding roof motors, brake pads, discs, drum and shoes, external exhaust system, seat belts and seat belt mechanism, frame and fabric, fuel gauge, replacement keys or reprogramming of keys;
4. Costs arising for mechanical or electrical defects occurring prior to the commencement of the relevant Trip.
5. Any repairs where pre-authorisation has not been granted by Us.
6. Costs incurred due to a defect that You were aware of prior to the start of the Trip.
7. Any costs, which can be recovered under warranty.
8. Repairs required due to the introduction of incorrect or contaminated fuel.
9. Routine adjustments, phasing and calibration, internal blockage of fuel systems by contamination or failure to meet current emission legislation.
10. Any defects that We consider as failures of parts or repairs as a result of modification(s) and or alteration(s) to the manufacturer's original specification.
11. Any defects that we consider are not connected to the initial cause of the Breakdown.
12. Repairs required due to damage caused by frost, freezing, corrosion, erosion or water ingress.
13. Repairs required due to design or fault in manufacture.
14. Any repair costs after Your Vehicle has been recovered under Section 5 Vehicle - recovery to the Your Home or onward to Your original destination.

1. Any costs arising through communications not arranged by the AA.

## General exclusions applicable to all of the policy

This policy does not cover:

1. Anyone in Your Party for any claims arising directly or indirectly from:
  - a. psychotic mental illness; being under the influence of drink or drugs (except as prescribed by a doctor);
  - b. alcoholism, drug addiction, solvent abuse, wilful exposure to risk (unless trying to save someone's life);
  - c. engaging in professional or organised sports or hazardous pursuits;
  - d. direct or indirect consequences of terrorist activity, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), revolution, insurrection, military or usurped power;
  - e. having an Accident whilst engaged in paid manual work or hazardous occupation of any kind;
  - f. the negligent acts of You or Your Party;
  - g. any failure to take all reasonable steps to minimise any loss;
  - h. any payment which You would normally have made, if nothing had gone wrong.
2. Any additional costs incurred as a consequence of an animal travelling with You or Your Party.
3. Any costs for non-emergency repairs such as radios, cd players and heated rear windows, satellite navigation or air conditioning or climate control faults which do not affect the mobility or security of Your Vehicle nor render it unsafe to drive.
4. Any defects due to the poor maintenance of Your Vehicle and damage relating from such poor maintenance, including (without restriction) cambelt failure and any damage resulting from such failure, when it cannot be established that the belt has been changed in accordance with the manufacturer's recommendations.
5. Costs arising for mechanical or electrical defects occurring prior to the commencement of the relevant Trip.
6. Any costs resulting from failure to maintain or service the vehicle in accordance with manufacturer guidelines.
7. Any costs covered under Your Vehicle's warranty.
8. Any costs incurred where Your Vehicle is overloaded.
9. Any costs incurred where Your Vehicle is used in Rallying, off-road driving or in the Nurburgring or used in motor sports.
10. Any costs incurred because You are not carrying a spare set of vehicle keys, or other vehicle access device (where a spare set of keys or second vehicle access device is supplied by the manufacturer), a spare set of keys for steering wheel locks, where used, and a legal and serviceable spare wheel(s) and tyre(s) or an "instant mobility system" (where this is supplied with the vehicle).
11. Costs of the recovery of Your Vehicle if it is calculated to be beyond commercial economic repair (we may use Glasses guide to obtain vehicle valuations). We will never pay more than the value of the vehicle to bring it Home. If Your Vehicle is beyond commercial economic repair, You will be given up to eight weeks after the original incident to agree suitable alternative arrangements for the recovery or disposal of Your Vehicle. If there no agreement has been reached after eight weeks, It will be considered that You have authorised Us to dispose of Your Vehicle.
12. You will not be entitled to any further recovery assistance for the full duration of Your Trip if You choose to have Your Vehicle recovered onward to Your original destination.
13. Costs for damage or loss of use of personal effects, goods, vehicles, boats or other waterborne craft on or in Your Vehicle/Trailer. Such items remain Your responsibility at all times.
14. Any cost incurred where cover is excluded under the General terms and conditions set out on pages 24-28.

## General conditions applying to all of the policy

### 1. Limitations to cover

1. You must comply with the following terms and conditions to have the full protection of the policy. If You do not, We reserve the right at Our discretion to cancel Your policy, refuse to deal with Your claim or limit the service offered.
2. You must have purchased cover prior to departing the UK. Cover will be provided for the dates, level of cover and size of Party declared by You at the time of purchase and shown on Your Statement of Insurance. Alterations to Your cover are not valid unless a revised statement of insurance has been issued.
3. Cover commences when You leave Your Home address. With the exception of Pre-departure hire car cover, we will only cover You in Your country of residence for a direct journey between Your Home and the seaport or Eurotunnel terminal You are departing from or arriving back at. (Unless Your Home address is in Northern Ireland and You are travelling to the Republic of Ireland, when cover will commence when You leave Your Home.
4. Trips within the United Kingdom, Channel Islands and Isle of Man are restricted to journeys where You take Your Vehicle overseas by waterborne craft and not for crossing estuaries and non-tidal waterways.
5. We reserve the right to amend the Geographical Limits of cover in the event of areas becoming affected by war, civil disturbance, riot or radioactive contamination.
6. It may not always be possible to provide the benefits under your policy when faced with circumstances outside Our control, such as (without limitation) extreme weather conditions, local customs or practices, local or national fuel shortage, civil unrest, equipment or systems failure or any form of industrial action which prevents, restricts or otherwise interferes with the production of goods or the provision of services. It is also not possible to guarantee that any tow to a local repairer will be within opening hours or that the repairer will be available to undertake repair immediately.
7. We, or the AA, Our employees or agents, shall not be liable to You for any loss or damage caused by Us, the AA, Our employees or agents where, and to the extent that:
  - a. there is no breach of a legal duty owed to You or Your Party by Us, or the AA, or Our employees or agents; or
  - b. such loss or damage is not a reasonably foreseeable result of such breach; or
  - c. any such loss or damage or increase in the same, results from any breach or omission by You or member of Your Party.
8. We, the AA, Our employees and agents, shall not in any event, be liable for losses relating to any business interests You or a member of Your Party may have including, without limitation, lost data, lost profit, loss of opportunity or of business or for business interruption, lost contracts, revenue or anticipated savings.
9. We, or the AA have the right to refuse to provide service where it is considered that You or any member of Your Party is behaving or has behaved in a threatening or abusive manner to Our, or the AA's employees, mechanics or agents, or to any third party contractor and We, or the AA (acting as Our agents) reserve the right to invalidate cover at any time if, in Our or their opinion, You have misused services provided under this cover.
10. Nothing shall restrict or limit Our or the AA's liability for death or personal injury in the event of Our, or the AA's negligence.
11. If We do not enforce or rely upon any of these terms and conditions on a particular occasion or occasions, this does not prevent Us from subsequently relying on or enforcing them.
12. All vehicles must:
  - be built to manufacturer's specifications
  - have a current MOT certificate and have a valid current excise licence (tax) (where applicable)
  - have appropriate insurance for driving overseas
  - be in a roadworthy condition at the start of Your Trip and be used for private purposes only.In the event of a claim You may be required to provide proof of Your Vehicle's service history.
13. You must be able to declare that as far as You know, the following is true:
  - a. Your vehicle is eligible for AA European Breakdown Cover and has been regularly serviced and maintained according to the manufacturer's instructions, is not already broken down or been involved in an Accident and You not aware of any electrical, mechanical or other vehicle problem which may interrupt Your Trip;
  - b. You are purchasing AA European Breakdown Cover prior to leaving the Territory;
  - c. If Your vehicle is specially adapted for You or for any member of Your Party, You will make the AA aware of this before You travel;

- d. If You are purchasing a Single Trip or Single Trip Group policy and intend to tow a Trailer or caravan, You have made the AA aware of this and paid the additional supplement.
14. The maximum persons in Your Vehicle must not exceed eight including the driver and any infants and must also not exceed the number of seats fitted in the vehicle, which must have seats and restraints fitted as manufacturer's standard. (If Single Trip Group Cover is held the number of persons is increased to 15).
  15. You must comply with any legislation in the countries You are visiting and We cannot be liable for any loss whatsoever because Your Vehicle cannot be imported into or used in overseas countries, due to its type, weight and/or dimensions.
  16. AA Mechanics (that is "AA" branded mechanics who are employed by The Automobile Association Limited) do not generally operate in Europe. Roadside assistance will usually be provided through a garage or, if You are visiting a country where a motoring organisation operates, the AA may arrange for a mechanic of a local organisation to assist. Service providers including garages, repairers, recovery operators, mechanics of motoring organisations, car hire companies, are not approved by either Us or the AA and do not act as Our agents. Neither We nor the AA can be held liable for any acts or omissions of any such garages or other service providers. The AA may arrange assistance for You in accordance with the terms of this cover and You may be indemnified for the costs involved subject to the terms and limitations of this cover. However, neither We nor the AA actually provide the services (such as roadside assistance and vehicle repairs) and neither We nor the AA are liable for the acts and omissions of those who do, even if We pay for the repairs in full. If You are dissatisfied with any work undertaken You should contact the relevant service supplier direct. If service has been provided by an AA Mechanic You should contact The Automobile Association Limited.
  17. Any advice regarding the cost of repairs provided by the AA European Operations Centre will be indicative only and it is Your responsibility to ensure You have received and understood the quotation given by the repairer before agreeing to any work to be carried out. Any contract for repair will be between You and the repairer. Only the repairer has legal responsibility to You for the performance and quality of the repairs, including repairs at the roadside. We do not have any liability for the acts and omissions of the repairer, even if We pay for the repairs in part or in full.
  18. You must advise The AA if Your Vehicle has a mechanical warranty. While they will arrange initial assistance at the roadside, it is Your responsibility to ensure that any subsequent repairs are in accordance with and do not invalidate Your Vehicle warranty.
  19. Commercially built caravans and Trailers are included within the policy, providing that the towed vehicle and the Trailer load complies with the weight and size restrictions (please refer to Vehicle specifications), and does not exceed the manufacturer's fully laden height, weight and width limits, and is fit for purpose. In addition, a serviceable spare wheel and tyre must be carried if supplied as part of the manufacturer's standard equipment.

## **2. Claims and Repair authorisation**

1. You should submit a claim within 31 days of Your return Home, except legal claims which can be submitted up to 180 days after the event. If You have any other policy which covers the same risk, You must advise of this when making a claim and We will be entitled to contact the insurance company to claim and receive a contribution towards costs.
2. If You are not the owner of the Vehicle, you must check with the owner before You authorise any repairs.
3. If the garage cannot complete the repairs within eight hours or until after Your planned return Home, You must contact the AA to discuss Your options. You must keep in touch with the AA to confirm any further entitlements under the benefits.
4. You must produce the original or a copy of the original Statement of Insurance and original receipts for expenditure before We will pay any claim. The cost of obtaining any original certificates, information, evidence and receipts required by Us will be at Your expense.
5. If the garage dismantles Your Vehicle for repairs, which are then halted for any reason, We will not accept responsibility for any parts returned in Your Vehicle. In such circumstances, it is most unlikely that the garage would accept any responsibility.
6. If Your Vehicle has been involved in an Accident, which could be subject to a claim involving Your motor vehicle insurers, We reserve the right to obtain their formal agreement before recovery of Your Vehicle is arranged and to negotiate with them to reclaim a proportion of the costs incurred.
7. Before You leave Your Vehicle for recovery, You should remove all valuables and make sure anything left in Your Vehicle is safely stowed. There is no duty-free allowance on an unaccompanied vehicle being recovered – take any dutiable items with You.

8. You must leave keys, including those for Trailers, caravans or roof boxes in a safe place with Your Vehicle, as Customs may need to unlock and inspect the vehicle(s). Without keys we cannot recover vehicles and or Trailers, caravans or roof boxes.
9. When You are notified that Your Vehicle is ready for collection, You will have 14 days to collect the vehicle. You will be responsible for any additional storage fees incurred beyond this period.
10. While the AA seek to arrange return of Your Vehicle, Your Party and Your pet/animal home together by the most suitable means, where this is practical and possible, We cannot be liable for any additional costs incurred for Your pet/animal.
11. It is Your responsibility to ensure that Your pet/animal meets the mandatory restrictions of the PETS Travel Scheme at all times.
12. We will not accept any alterations to the terms of this insurance, unless a duly authorised official of Ours has confirmed changes in writing.
13. You must send Us every legal letter, writ or other legal document, in connection with any claim against You or another member of Your Party, immediately You receive it.
14. If We guarantee costs on Your behalf, You must repay Us on demand for any expenses not covered by this insurance. We will not settle any claim for costs You paid under this insurance until You have repaid Us in full.
15. We may pay You Our full liability under the cover at the time, and once We have done so, no further payments will be made. The benefit limits for each section and overall claim limit show the maximum payable for one Trip, irrespective of the number of incidents during Your Trip.
16. We are entitled to take over any rights Your Party may have in the defence or settlement of any claim and to take proceedings in Your or any other member of Your Party's name for Our benefit against any other party. You must not admit liability, offer or promise to make any payment in admission of liability unless We agree to it in writing.
17. You must do all that You can to keep Your claims as low as possible and to prevent loss, theft or damage.
18. The AA reserves the right to refuse to arrange breakdown assistance services if one of the person(s) named on the Statement of Insurance is not present at the scene of the Breakdown or Accident.
19. If the AA cannot arrange for a garage to accept Our guarantee of costs, You will be asked to pay for any repairs undertaken at the time and reclaim the costs covered by this insurance.
20. If You insist on authorising lengthy or expensive repairs contrary to the advice of the AA, We reserve the right to refuse any further service under any part of this insurance.
21. The AA will only seek to arrange a guarantee of costs within the limits of the cover under this policy and You will have to pay the repairing garage for extra costs and the costs of parts.
22. If Your Vehicle has left the highway and You ask for assistance when it is in a ditch, standing on soft ground, sand or shingle, or stuck in water or snow, The AA will arrange any recovery to a place of safety but this will be at Your cost.

### **3. Replacement/ Hire vehicles**

1. Car hire availability or equivalent replacement for Your Vehicle cannot be guaranteed. Multi purpose vehicles, four wheel drive vehicles, minibuses, vans, motorcycles and vehicles with automatic transmission in particular are difficult to hire.
2. It cannot be guaranteed that replacement vehicles can be supplied with a tow bar, and therefore Your caravan or Trailer may be recovered with Your immobilised vehicle.
3. It is not possible to arrange a replacement mobile caravan, Trailer or replacement roof box. Personal effects, goods, vehicles, boats or other waterborne craft carried in or on Your Vehicle, caravan or Trailer remain Your responsibility at all times.
4. Unless otherwise agreed, hire car costs will only be covered where the AA have arranged the hire. It cannot be guaranteed that hire cars will be available in all circumstances. You must be able to comply with the hirer's terms and conditions, which will include:
  - a. production of a full driving licence valid at the time of issue of the hire vehicle (some companies may require additional information such as details of any endorsements or fixed penalties or convictions which you may need to obtain from the DVLA).
  - b. production of a credit card. Arrangements for a hire car cannot be made without one.
  - c. drivers must be within the hirer's minimum/maximum ages for the hire and comply with legislation in the country concerned and must have held a full driving licence for 12 months or more.
5. Car hire companies' terms may change and do vary. The requirements listed above are not exhaustive and compliance with them does not guarantee availability of a hire car. If You do not comply with the hire company's terms or fail to return the vehicle to them as agreed, the hire company may take action against You.

6. If You are travelling in an MPV or similar vehicle, it may be necessary to arrange two hire cars. Otherwise alternative travel arrangements will be made.
7. In parts of Europe, hire cars are not permitted to cross national frontiers and it may be necessary to change hire cars at national borders. If You do not follow the AA, or the hirer's instructions, You must pay any additional costs You incur.
8. If the AA has arranged car hire for Your journey Home, a vehicle hired abroad cannot be used for any part of Your journey in the Territory; a second vehicle registered in the Territory may be arranged for this part of the Trip.
9. For car hire or other alternative travel costs, wherever possible the AA will arrange, and We will pay costs, within the stated overall limit. If the hirer will not accept Our guarantee, You will be asked to pay and make a claim for these costs on Your return Home.
10. If Your Vehicle is specially adapted for You or Your Party's needs it is unlikely that the AA will be able to locate a similarly adapted vehicle overseas. The AA will seek with You to find a suitable alternative method of travel, within the benefit limit.

#### **4. Legal Benefit Cover**

1. The Legal costs and expenses payable by Us under the Legal Benefit section of this policy are limited to those incurred outside the state in which You or Your Party normally reside(s) and ancillary to the provision of the assistance given with respect to difficulties arising while You or Your Party are travelling away from Home or Your or their permanent residence.
2. All arrangements or instructions made to a lawyer to act for You or for Your Party must be made through Us or with Our prior authority and, for clarification, in instructing any lawyer on Your or their behalf, We act solely as agent for You or Your Party.
3. In deciding whether to give or continue cover under this section the following matters will be taken into account:
  - a. in claims involving the pursuance of uninsured losses, We may refuse or terminate assistance if, in our opinion, the claim is not worth pursuing from a practical or financial point of view or a reasonable offer of settlement has been made by the other side, or You or a member of Your Party fail to co-operate with or follow the advice of the appointed lawyers;
  - b. Assistance in court proceedings will be refused or terminated unless We and any appointed lawyer are of the opinion that such proceedings are worthwhile with regard to: liability, the evidence available, the amount of any claim or amount remaining in dispute, the realistic chances of success.
4. It is at Our absolute discretion whether any assistance will be given for any appeal and if assistance is agreed, it will be on such additional terms as then specified, including the extent to which We will defray the costs of such appeal.
5. We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in Your or another member of Your Party's name for our benefit against any other party.
6. Every legal letter, writ or other legal document in connection with a claim against You or a member of Your Party must be sent to Us immediately upon receipt.

#### **5. Fraudulent Claims**

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

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

We may:

- treat Your policy as if it never existed from the date of the fraud or misrepresentation and retain any premium You have paid for this policy.
- serve You a 7 day notice of cancellation on all other policies that You hold with them; and
- pass details to the Police and fraud prevention agencies;

or

- Refuse to pay the whole of Your claim if any way fraudulent, false or exaggerated and recover from You any costs that have been incurred.

## **6. Amending your policy (including amending the number of passengers)**

1. You must inform the AA if the vehicle You intend to take on Your Trip differs from the vehicle stated on Your Statement of Insurance. You are entitled to make up to three vehicle changes during Your period of insurance, provided this is made before the commencement of the Trip for which You want that particular vehicle covered.
2. If You decide to stay abroad beyond the policy end date declared at the time of purchase and shown on the Statement of insurance, You must notify the AA of Your new plans before the cover expires and pay the premium to keep Your cover in force. A minimum administration charge of £10 may be made. If You do not contact the AA before the cover has expired, Your cover will lapse and cannot be reinstated.
3. If You wish to travel within a country for which You have not purchased the appropriate Zone, You must contact the AA to add the appropriate Zone and pay any additional premium before entering the country for cover to apply.
4. The number of passengers detailed on your Statement of Insurance should reflect the actual number of passengers travelling, for both the outbound and inbound journeys of the Trip. You must notify the AA prior to travel if You need to amend the number of passengers.
5. The AA reserves the right to charge an administration fee for each vehicle change made and an older vehicle supplement if the vehicle is older than the previously nominated vehicle. There will be no refund of premium which has been paid in relation to any vehicle which was previously nominated under AA European Breakdown Cover, even where that supplement would not have applied to the vehicle for which a transfer of cover has been requested.

## **7. Cancellation rights and procedures**

### **Your right to cancel**

You have the right to cancel Your AA European Breakdown Cover Policy and the Optional Parts and Labour benefit within a 14 day 'cooling off' period, commencing either from the agreement of the contract (which is the renewal date when renewing an Annual policy) or the receipt of the policy documents, whichever happens later. The following refund policy will apply for cancellations within the cooling off period:

if you cancel during the cooling off period, you will be entitled to a full refund of your premium, less any administration charge. If you have made a claim, then you will be entitled to a full refund of your premium less the cost of any claim(s). Given the cost of most claims, this means that you are unlikely to receive any refund if you have already made a claim.

If you wish to cancel after the cooling off period has expired, subject to any relevant statutory rights You may have, there is no obligation to give You a refund for any unexpired portions of cover, except when cancellation is requested by or on behalf of a policyholder because the policy ceases to be of benefit to the policyholder for one of the following reasons:

- 1) death of the policyholder or, where the policy is Joint, death of the nominated person on the policy;
- 2) you are permanently unable to drive due to illness or injury (where the policy is Joint, this will also apply to the nominated person).

Any refund will be on a pro rata basis.

We reserve the right to require the production of appropriate evidence to prove the reason for cancellation where a pro rata refund is claimed.

## **8. Annual Policy Automatic Renewals**

If You have purchased Annual cover and have chosen to pay by Direct Debit or Continuous Debit or Credit Card payments, Your cover will renew automatically after 12 months. For the avoidance of doubt We reserve the right to withdraw and/or not to offer cover at renewal.

The AA will send You a written reminder in advance of Your renewal date to advise You of the premium and any changes to cover that will take effect at renewal, If You would like to switch your AA European Breakdown Cover to another vehicle, please contact the AA on the number below.

If You do not want Your cover to renew on this basis, or would like to make any changes to Your policy, You should contact the AA at least 7 days prior to renewal on 0370 608 0681.

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

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

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

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

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

## How to make a complaint

### If You need to complain

If You wish to register a complaint there are several ways You can contact Us:

Phone: 0344 209 0556 or 0161 333 5910

Email: [customer.solutions@theAA.com](mailto:customer.solutions@theAA.com)

Post: Customer Solutions, The AA, Park Square, Bird Hall Lane, Cheadle Heath, Stockport, SK3 0XN

Text Phone users can contact us using Next Generation Texting by prefixing any of our numbers with 18001.

We will either acknowledge Your complaint within five 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 eight 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 eight 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](http://www.financial-ombudsman.org.uk)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

Please note that consumer disputes relating to a product or service that has been bought online may be submitted to the European Commission Online Dispute Resolution platform at the following website : <http://ec.europa.eu/odr>

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

Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone **0800 678 1100** or **0207 741 4100**.

## AA – Roadside Assistance – Privacy Notice

This privacy notice lets you know what happens to personal data we use and hold when you have a Roadside policy or product with us. If you provide us with personal information on behalf of another person, you must ensure that it is accurate, up to date and that you have their authorisation to do so. You should make sure that you provide them with a copy of this Privacy Notice or let them know how to access it. Where this privacy notice refers to “you” this also includes data about anyone else named on the policy or whose data you provide us with.

### The AA Limited and our Data Protection Officer (DPO)

We are the AA. Our main address is Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA. The data controllers of our Roadside policies and products are the Automobile Association Insurance Services Limited (which sells you the policy), Automobile Association Developments Limited (which provides the services to you) and, for certain policy or cover levels or add-ons, the underwriter(s) list in your policy documents. We have a Data Protection Officer who you can contact by using the contact details at the bottom of this notice.

### Personal data we hold and use

We and our underwriters use several different types of information about you, policyholders and beneficiaries. Below we have set out the types of information we and our underwriters use or hold about you for our Roadside policy or products. If you hold an insurance policy or other AA products or services (such as financial service or travel products), you should also read the privacy notice for those products or services to understand what other data we might hold. The next section tells you how we use your information.

- Personal and contact details, your date of birth, gender and/or age;
- Product beneficiaries, users and policy holders;
- Records of your contacts with us and your payment details;
- Details of products and services you hold or have held as well as your use of them and any claims or breakdowns, and any expressions of interest in the AA or its business partners. These will include details of products, service, claims, and use of them, and usage of other AA products or services such as AA Insurance Services, AA/BSM, Driving School, AA Cars, AA Financial Services and other AA branded products or services;
- Details of breakdowns, call outs, and claims made by you, your policy holders or policy beneficiaries, and product eligibility (such as whether you have an up-to-date MOT, up-to-date tax, or whether your vehicle is listed as being off the road);
- Pricing and risk data about you, your beneficiaries or policyholders. This is data used, for example, to assess or make a decision about policy risk, decide or set pricing or risk levels, and decide whether we can offer or continue to offer you a product or service. This may use details such as your AA product or service holdings and use (including usage, claims or breakdown data), credit data, marketing data and risk profiles, suspected fraud, data from third parties (see below), vehicle and driving details, and telematics details;
- Marketing information, including records of marketing communications, details of what you may be interested in, analysis and profiles we build up about you and your interests, and whether you open or read communications or links;
- Vehicle information, including make, model, age, usage, breakdowns, repairs, and faults;
- Telematics and connected car 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. This will be the case if you have Smart Insurance, Smart Breakdown or a Car Genie device or one of our other telematics or connected car products);
- Information which we obtain from Credit Reference Agencies and Fraud Prevention Agencies (see below);
- Fraud, debt and theft information related to any of the products you hold with the AA;
- Information about your health or if you are a vulnerable customer - for example, details of assistance required – if these are needed to provide your policy to you;
- Criminal records information, including alleged offences if this necessary for your policy;
- Your marital status, family, lifestyle or social circumstances;

- Information from third parties, including demographic information, vehicle details, details \ of outstanding finance, claims details, fraud prevention databases, property, geographic and demographic details, marketing data, publicly available information (e.g. electoral roll and court judgments), and information to help improve the relevance of our products and services or to help us manage our products and services, pricing or risk;
- Details of your usage of any of our websites or apps, details of your phone and its software (e.g. browser and set up information), browsing history, and other details obtained via cookies or similar technologies (see our cookie statement for more details); and
- Third party transactions such as where a person other than the account holder pays for or uses the service.

We may be 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.

### **Sources of your personal data**

As we said above, the information we hold comes from different sources. These are:

- You directly, and any information from family members, policyholders or beneficiaries of products and services (for example, if they are authorised to act for you or are allowed to use a service you have with us);
- If you have cover via another company (e.g. a bank, insurer, car company and leasing company), from the company providing you that policy or cover
- AA Group and AA branded companies, if you already have a product with them, have applied for one or have held one previously. These include Automobile Association Insurance Services Limited, Automobile Association Financial Services Limited and AA Underwriting Insurance Company Limited;
- A third party or beneficiary, if they are making a claim under your policy;
- Information generated about you when you use our products and services;
- Intermediaries (such as comparison sites) we work with to provide products, services or quotes to you;
- Business partners (e.g. garage agents, financial services institutions, insurers) or others needed to provide our services to you;
- Anyone who operates any of your accounts, products or services on your behalf; (e.g. Power of Attorney, solicitors, intermediaries, etc);
- From sources such as Fraud Prevention Agencies, Credit Reference Agencies, HMRC, DVLA, Motor Insurers' Bureau, publicly 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
- Information we source about you or customers generally from commercial third parties, including demographic information, vehicle details, claims data, fraud information, marketing data, publicly available information, property and other information to help improve our products and services or our business.

### **Reasons for holding and using your personal data**

The information is used by us and our underwriter(s). The reasons for using your personal data are below. We have arranged them according to the legal reason we are allowed to use the data.

- 1) To provide you with our products or services or decide whether to do so:
  - a) Assessing an application for a policy, including considering whether or not to offer you the product or service, the price, the risk of doing so, availability of payment methods and the terms;
  - b) Providing you with your policy, member benefits and any other products or services held with the AA
  - c) Communicating with you and holding records about our dealings and interactions with you, your fellow policyholders and beneficiaries;
  - d) Making decisions about you or your policy, including your continued suitability for it, the risk of providing you with the policy, and assessing compliance with the policy terms;
  - e) To manage the operation of our business and those of our in-house or partner insurers or re-insurers;
  - f) To manage the operation of our business and business partners that help support your policy;
  - g) To carry out checks at Credit Reference and Fraud Prevention Agencies pre-application, at application, and periodically after that;

- h) For analysing and profiling aspects of your vehicle or driving (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken as part of providing, quoting for, and managing your policy (if, for example, you hold Smart Breakdown or another telematics product)
  - i) Updating your records, tracing your whereabouts, and recovering debt;
  - j) To enable other AA group and branded companies to provide you with your products and services, quote for products and services, or manage products and services you hold
  - k) To share information as needed with business partners as required for managing your policy or assessing application account beneficiaries, service providers or as part of providing, administering or developing our products and services or our business; and
  - l) To make automated decisions, including profiling, on whether to offer you a product or service, or the price, payment method, risk or terms of it.
- 2) For our **legitimate interests or those of others:**
- a) To develop our roadside, insurance and any other products or service using the information we hold;
  - b) To continually develop, improve and manage our risk assessment and pricing models
  - c) 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;
  - d) To link together your AA products and services including to enable you to view these in a single account or profile, linking together your accounts on our systems and using this combined view for the purposes listed in this section;
  - e) To test and improve the performance of our products, services, processes and systems;
  - f) To improve the operation of our business - and that of our business partners – for example, by improving customer service and operational performance and efficiency;
  - g) To develop new products and services, and to review and improve current products and services;
  - h) For management and auditing of our business operations - including accounting;
  - i) To monitor and to keep records of our communications with you and our staff (see below);
  - j) For marketing analysis 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;
  - k) To understand our customers, their use of our products, their preferences and develop models, including developing profiles, algorithms and statistical models;
  - l) To send marketing 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, money and financial services, insurance, travel, member offers as well as to any other offers and advice we think may be of interest;
  - m) To provide insight and analysis of our customers both for ourselves and business partners based on your policy and products, your use of it, your other policies and the use of your policy by others;
  - n) For market research, profiling, and analysis and developing statistics;
  - o) To facilitate the sale of one or more parts of our business;
  - p) To share information with business partners as necessary for the purposes listed in this notice; and
  - q) To share information with other AA group and AA branded companies to enable them to perform any of the above purposes, in particular AA Underwriting Insurance Company Limited and AA Financial Services Limited.
- 3) To comply with our **legal obligations** such as our financial services or regulatory obligations such as our financial services or regulatory obligations, including Financial Conduct Authority, Prudential Conduct Authority and Financial Ombudsman Service rules, regulations and guidance.
- 4) With your **consent or explicit consent:**
- a) For some direct marketing communications which are not based on our legitimate interests;
  - b) For some of our profiling and other automated decision making which is not required for contractual or legal purposes; 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, if another legal basis does not apply.

- 5) Necessary for a **public interest**, such as:
- a) Using special categories of personal data such as about your health, criminal records information (including alleged offences) if this is needed to quote for or administer a policy, including assessing the risk of providing you with the Roadside policy or product; and
  - b) Using special categories of personal data about your health or needs (if you are a vulnerable customer) including assessing the risk of providing you with a policy or product.

### **Sharing and disclosures of your personal data**

The categories of third parties we use are listed below. We will use these third parties for all the reasons we have described in this notice and they may process the types of personal information we also hold or use.

- With AA Group and AA branded companies, including but not limited to Automobile Association Developments Limited (including AA Breakdown Services and AAA/BSM Driving School), Automobile Association Insurance Services Limited, Automobile Association Underwriting Insurance Company Limited and Automobile Association Financial Services Limited;
- With account beneficiaries if they use a service you have with us;
- With any parties involved in a claim if they need to receive information to allow us to handle a claim made by you or against you, or if either insurer needs to investigate a case of fraud;
- With service providers who are a part of providing products and services to you or help us to operate our business;
- With other breakdown organisations in other countries if you have European Breakdown Cover and need assistance abroad;
- Police and law enforcement agencies if we are required or need to support a criminal investigation;
- Governmental and regulatory bodies such as HMRC, DVSA, DVLA, the Financial Conduct Authority, the Prudential Regulation Authority, the Financial Ombudsman's Service, and the Information Commissioner's Office;
- Organisations and businesses who provide services to us under our authority such as service providers, debt recovery agencies, IT companies, and suppliers of business support services;
- Credit Reference and Fraud Prevention Agencies (see below); and
- Market research organisations who help us to develop and improve our products and services.

### **Withdrawing your consent**

Where we rely on your consent, you can withdraw it at any time by using the contact details in the Contact Us section below.

### **Transfers outside of the UK and Europe**

Your personal information may be transferred outside the European Economic Area, for example to service providers. If we do so, we'll make sure that suitable safeguards are in place where required, for example by using approved contractual agreements or other legal arrangements unless certain exceptions apply.

### **Sharing with credit reference and fraud prevention agencies**

If you apply for credit, to process your application we may perform credit, risk and identity checks on you with one or more Credit Reference Agencies (**CRAs**) and Fraud Prevention Agencies (**FPAs**). When you take out a Roadside policy or product from us we may also make periodic searches at CRAs to manage your account with us. To do this, we and our underwriters supply your personal information to CRAs and FPAs, and they will give us information about you. This will include information about your financial situation and financial history. CRAs and FPAs will supply to us both public (including the electoral register) and shared credit, financial situation, insurance and financial history information and fraud prevention information.

If you have credit, we may continue to exchange information about you with CRAs and FPAs while you have a relationship with us, and if necessary afterwards. We may also notify the CRAs about your settled accounts. The identities of the CRAs and FPAs, 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 may 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.

We may also use FPAs such as Experian and commercially available fraud prevention services and claims services to prevent, detect and investigation potential fraud. We may share information with FPAs about your application and policies in order to help us do this. This information may be given to other organisations. **More information can be found on our website at [www.theAA.com/privacy-notice](http://www.theAA.com/privacy-notice).**

### **Changes to your data**

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.

### **Monitoring communications**

We may monitor communications with you, where permitted by law. We do this for quality control and staff training purposes, to comply with regulatory rules, to prevent or detect crime, to protect the security of our communications, data, and systems, and to enforce compliance with our internal policies.

### **Use of automated decisions**

We sometimes make decisions about you using only technology, where none of our employees or any other individuals have been involved. We 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 do this using data from other parts of the AA (AA group and AA branded companies) and policy underwriters, including product or services details (including usage of claims made) and telematics data captured including on your vehicle, driving behaviour and location information.

To understand the logic involved in this and why we do this, you may wish to consider the following example:

- Assess your credit worthiness and ability - for example, if you are applying for credit and have a history of late or non-payment of debts, we may not be able to offer you credit or do so at a higher rate.
- Assess our ability to offer our products and services and manage those accounts – for example, we will take account of your history of using your policy or policies. If you or your beneficiaries make claims or have calls out or, or if we have concerns about potential use of a policy (for example, if you are in breach of the conditions) or circumstances this may result in a higher risk being assigned to you, meaning you may be quoted a higher price or a policy being declined or cancelled.
- Assess the risk of fraud - if we believe there is a significant risk of fraud, based on the information we hold or that is available to us, we may decline your application, quote a higher price or decline or cancel your policy or application.

We do this because it is necessary for entering into or performing the relevant insurance or credit agreement with you. We may do so if it is authorised by law or is based on your explicit consent.

### **Retention of your personal data**

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

- For as long as we provide products or services to you and then for as long as someone could bring a claim against us;
- To comply with legal and regulatory requirements or guidance; or
- For as long as we have reasonable business needs.

## **Your data protection rights**

Here is a list of the rights that all individuals have under UK data protection laws. They don't apply in all circumstances so your request may not always be granted. If you wish to use any of them, we'll explain at that time if they apply or not, and if we will comply or not with your request, including the reasons why.

- 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 request access to your personal information and how we process it;
- The right to move, copy or transfer your personal information ; 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.

## **You have a right to object**

You have the right to object to certain purposes for processing, in particular to data used 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 or listed below to exercise these rights.

## **Opting out of marketing**

You can stop our marketing at any time by contacting us using the details below or by following the instructions in the communication. You can also email [dataprotection@theaa.com](mailto:dataprotection@theaa.com)

## **Changes to this privacy notice**

We may change this privacy notice from time to time to reflect changes in the law and/or our privacy practices. We encourage you to check this privacy notice for changes periodically – <https://www.theAA.com/privacy-policy>

## **Contact Us or our 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 Limited, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA, marking it for the attention of the DPO or email [dataprotection@theaa.com](mailto:dataprotection@theaa.com)

## **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 Limited, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA, marking it for the attention of the DPO or email [dataprotection@theaa.com](mailto:dataprotection@theaa.com).

## **AA Company Details**

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

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

## Useful contact numbers and addresses

### 24 hour helpline calling from the UK,

**UK mobiles and abroad .....0044 (0)121 336 6289**

To make changes, cancel or enquire about your policy ..... 0344 209 0081

To extend your policy after your trip has started..... + 44 344 209 0081

To renew your European Breakdown Cover policy ..... 0370 608 0681

To purchase European Breakdown Cover..... 0330 053 1274

To purchase UK AA Membership.....0330 053 1100

Website .....[theAA.com/europe](http://theAA.com/europe)

To make a claim ..... 01256 493 730