

Useful Contact Numbers

We will be only too happy to assist you and to answer any questions that you may have. Simply dial the number for the service you require.

**AA Car Care
Membership Helpline** 0845 850 0053

- To book your vehicle in at an AA Service Centre
- To make changes or to enquire about your membership
- To renew your membership

**Breakdown Assistance
in the UK** 0800 783 8970

**Mechanical Breakdown
Insurance ("MBI")
claims line** 0845 604 0042

*(For claims relating to unforeseen mechanical/
electrical failures or MOT failure)*

**For Assistance in the
Republic of Ireland** 00800 88776655
(Under discretionary/reciprocal arrangements)

**For general information
on motoring in the UK
and Europe** 0870 550 0600

Email memberrelations@theAA.com

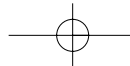
Internet www.theAA.com

Terms and Conditions AA Car Care Membership



AACC 400 (06/03)





Welcome to AA Car Care

Thank you for choosing to buy this new product from the AA.

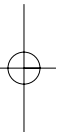
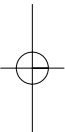
This booklet is a legal document and may seem complicated, however, it has been produced to help you understand what the AA Car Care product covers.

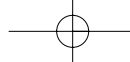
To make it as easy as possible to find your way around the booklet the contents have been divided into clear sections which are laid out below.

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We welcome your comments as they give us the opportunity to improve our service to you. The easiest way to give us your comments is to give us a call on 0845 850 0053, or if you prefer, you can write to AA Car Care Membership, Floor 2A, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY.





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(Under discretionary/reciprocal arrangements)

For general information on motoring in the UK and Europe..... 0870 550 0600

Email memberrelations@theAA.com

Internet www.theAA.com

Identification

Always Carry Your AA Car Care Membership Card You will need this card if you:

- are requesting breakdown assistance
- are requesting an AA Premier Plus Service at an AA Service Centre
- are requesting an MOT Test at an AA Service Centre
- are claiming for repair work to be undertaken under Mechanical and Electrical Breakdown and MOT Failure Insurance ("MBI").

Please be prepared to show your AA Car Care Membership card and, if requested, another form of identification, e.g. a credit/debit card or your driving licence to prove your entitlement. If you cannot produce a valid membership card and, if requested, additional proof of identity this may lead to a delay in the provision of service and/or the processing of a claim and, in the case of Personal Membership, gives us the right to refuse service. (For further details please refer to General Terms and Conditions Related to UK Breakdown Assistance Services, clause 17, page 13.)

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Introduction

AA Car Care Membership Terms and Conditions Booklet

This booklet sets out the Terms and Conditions of the various services and/or cover provided or arranged by The Automobile Association Limited (the "AA") under the AA Car Care Membership (the "Terms and Conditions"). The Mechanical and Electrical Breakdown and MOT Failure Insurance ("MBI") is underwritten by AXA Insurance UK plc. There are two levels of entitlement (detailed below). The level of entitlement you have purchased will be advised on purchase and confirmed in your "Confirmation of Entitlement Schedule" (your "Schedule").

Your period of entitlement shall, subject to the Terms and Conditions set out in this booklet, be the 12 month period commencing with the contract start date specified in your Schedule (the "Contract Period"). Please note, however, that some benefits cannot be requested immediately (see Terms and Conditions for details). The MBI, MOT Test and AA Premier Plus Service are only available in connection with an eligible vehicle which has been previously registered with, and accepted by, the AA (your "Nominated Vehicle").

AA Car Care Membership cover is currently available as Level 1 and Level 2, which provides access to the following services:

	Breakdown Assistance <i>(Roadside Assistance, Relay, Home Start)</i>	AA Premier Plus Service	An MOT Test	"MBI"
Level 1	✓	✓	✓	
Level 2	✓	✓	✓	✓

Personal Membership Breakdown Assistance (single, joint or family cover*)

- Roadside assistance
- Relay
- Home Start

*As purchased and indicated on your Schedule.

– See General Terms and Conditions applicable to all services/cover available under AA Car Care Membership on pages 4 to 8 and Terms and Conditions specific to AA Personal Membership: UK Breakdown Assistance Services on pages 9 to 14

One AA Premier Plus Service at an AA Service Centre (for your Nominated Vehicle)

– See General Terms and Conditions applicable to all services/cover available under AA Car Care Membership on pages 4 to 8, Terms and Conditions specific to the MOT Test and AA Premier Plus Service on pages 14 to 15 and Terms and Conditions relating to work carried out at AA Service Centres on pages 16 to 18.

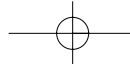
An MOT Test at an AA Service Centre (for your Nominated Vehicle)

– See General Terms and Conditions applicable to all services/cover available under AA Car Care Membership on pages 4 to 8, Terms and Conditions specific to the MOT Test and AA Premier Plus Service on pages 14 to 15 and Terms and Conditions relating to work carried out at AA Service Centres on pages 16 to 18.

Mechanical and Electrical Breakdown and MOT Failure Insurance ("MBI") (for your Nominated Vehicle)

– See General Terms and Conditions applicable to all services/cover available under AA Car Care Membership on pages 4 to 8 and Terms and Conditions Specific to the MBI on pages 18 to 24.





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Compliments and Complaints

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

If your complaint relates to the AA Personal Membership, MOT Test or AA Premier Plus Service aspect of the AA Car Care Membership:

Please phone us on: **0845 607 6727**

Or write to: **AA Car Care Member Relations
AA, Fanum House
Basingstoke
Hampshire RG21 4EA**

Fax: **01256 492306**

Email: **memberrelations@theAA.com**

If your complaint relates to the Mechanical and Electrical Breakdown and MOT Insurance ("MBI") aspect of the product please refer to the Terms and Conditions specific to the MBI on page 24.

General Terms and Conditions applicable to all Services/Cover available under AA Car Care Membership

In these General Terms and Conditions "We", "Us" and "Our" shall mean, as appropriate, The Automobile Association Limited in relation to the provision of the MOT test at an AA Service Centre, the provision of an AA Premier Plus Service at an AA Service Centre and the supply of AA Personal Membership, and AXA Insurance UK plc and/or its administrator in relation to the MBI.

1. Identification

Always carry your AA Car Care Membership Card: You will need this card if you:

- are requesting breakdown assistance
- are requesting an AA Premier Plus Service at an AA Service Centre
- are requesting an MOT Test at an AA Service Centre
- are claiming for repair work to be undertaken under Mechanical and Electrical Breakdown and MOT Failure Insurance ("MBI").

Please be prepared to show your AA Car Care Membership card and, if requested, another form of identification e.g. a credit/debit card or your driving licence to prove your entitlement. If you cannot produce a valid membership card and, if requested, additional proof of identity this may lead to a delay in the provision of service and/or the processing of a claim and, in the case of Personal membership, gives us the right to refuse service. (For further details please refer to general terms of contract related to UK breakdown assistance services, clause 17, page 13.)

2. Validity

AA Car Care Membership is not valid until such time as payment has been received in full or, where paying by instalment, the relevant arrangements have been completed as appropriate. In addition to these General Terms and Conditions you must take note of the specific terms relevant to each element of the level of product you have purchased (see pages 3 to 4 for further details) which may include additional eligibility and other restrictions and limits on service/cover, including any periods following purchase during which claims for service/cover cannot be made.

3. Maximum Vehicle Weight

No assistance, service or cover is available under any of the elements of AA Car Care Membership in relation to any vehicle which exceeds the relevant Maximum Vehicle Weight set out below:

3.5 tonnes (3,500kg) gross vehicle weight.

Important note: Further vehicle weight restriction applies to AA Personal Membership: UK Breakdown Assistance Services, see page 9.

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4. Eligibility

The MOT Test at an AA Service Centre, AA Premier Plus Service at an AA Service Centre and the MBI are **only** available in relation to a vehicle details of which have previously been registered with, and accepted by, us and where such vehicle:

- at the start of the AA Car Care Membership Contract Period, is over two and less than 10 years old and has covered less than 100,000 miles in total;
- at the start of the AA Car Care Membership Contract Period, is not covered by Manufacturer's warranty or Manufacturer's extended warranty;
- at the start of the AA Car Care Membership Contract Period, has a valid MOT test pass, or is not yet old enough to require an MOT;
- is and remains registered at the member's current UK address;
- is **not** identified in the **Exclusion List** set out below;
- will be travelling less than 12,000 miles in the Contract Period

(the "Nominated Vehicle").

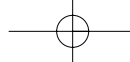
Important Note: The exclusions listed in this clause 4 do not apply to the assistance available under the Personal Membership: UK Breakdown Assistance Services Cover provided with this product. However, please see additional eligibility requirements/limits with respect to AA Personal Membership: UK Breakdown Assistance Services – see pages 9 to 10.

Exclusion List:

The following vehicles are expressly excluded:

- a. All Rotary Engine Vehicles; motorcycles; vans; pick-ups; three-wheeled vehicles; trailers; caravans;
- b. Vehicles used for Hire and Reward, driving instruction or in any sort of competition, rallies or racing of any kind;
- c. Duel fuel vehicles and/or any vehicle which does not run on petrol or diesel fuel;
- d. The following specific makes are also excluded:

AC	ALL
ASTON MARTIN	ALL
AUDI	RS4
BENTLEY	ALL
BMW	M SERIES, 728, 730, 735, 740, 750, 840, 850, 850 Csi
BRISTOL	ALL
CADILLAC	ALL
CATERHAM	ALL
CHEVROLET	ALL
COLEMAN MILNE	ALL
DAIMLER	ALL
DE TOMASO	ALL
FERRARI	ALL
FORD	COSWORTH (EXCL SCORPIO)
HMC	ALL
HOLDEN	ALL
HONDA	S2000, NSX
INVICTA	ALL
JAGUAR	ALL
LAMBORGHINI	ALL
LANCIA	DELTA INTEGRALE TURBO
LOTUS	ELISE, ELAN, EXCEL, EXIGE, ESPRIT, ESPRIT V8
MACNEILLIE	ALL
MARCOS	ALL
MARLIN	ALL
MASERATI	ALL
MITSUBISHI	FTO, VR4, WRC, EVO, SRT, 3000 GT OR EQUIVALENT



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MORGAN	ALL
NISSAN	SKYLINE
NOBLE	ALL
PAGANI	ALL
PORSCHE	ALL
RANGE ROVER	ALL
RENAULT	WILLIAMS, SPORT 172 and V6 GTA and A610
ROLLS-ROYCE	ALL
STARTINS	ALL
SEBRING	ALL
SPECTRE	ALL
SUBARU	IMPREZA T, TURBO, WRX, WRC, P1, SU, R85, McRAE
TATA	ALL
TOYOTA	CELICA T, SUPRA T
TVR	ALL
VAUXHALL	VX220, CALIBRA TURBO
VENTURI	ALL
VW	SUPERCHARGED
WESTFIELD	ALL

5. Refusal of Service

We have the right at any time, to refuse service to, or to refuse to arrange service for, any AA Car Care member where we reasonably consider that the AA Car Care member or anyone entitled to service under their membership:

- or anyone accompanying any such person, is behaving or has behaved in a threatening or abusive manner to our employees (including AA patrols) or agents, or to any of our third party contractors; or
- has falsely represented that they are entitled to services or benefits that they are not entitled to; or
- has assisted another person in accessing AA Car Care services or benefits to which they are not entitled; or
- owes to us money with respect to any services, spare parts or other matters provided by us or by a third party on our instruction under or in connection with your AA Car Care Membership (including, without limitation, monies owed to the AA with respect to spare parts fitted in connection with the Personal Membership element of your membership).

6. Our Cancellation Rights

We shall have the right to cancel an individual's AA Car Care Membership at any time where we are or have been entitled to refuse service with respect to such membership under clause 5 above.

Important Note: In the event that membership is cancelled for any of the above reasons then there will be no refund of monies paid, or allowance against outstanding monies, for any part of the relevant AA Car Care Membership.

7. Your Cancellation Period

On or within 14 days of the contract start date (as specified in your Schedule) (the "Cancellation Period") the contract can be cancelled at Your request in writing to:

AA Car Care Membership
Floor 2A
Lambert House
Stockport Road
Cheadle
Cheshire SK8 2DY
Fax number: 0161 488 7374

You will then be fully refunded as long as You have not received any service or made any claim under any aspect of your AA Car Care Membership (including, without limitation, any request for assistance under Personal Membership).

Important notes: No MOT Test, AA Premier Plus Service or claim under the MBI can be requested or made within the Cancellation Period and no events occurring before the contract start date or during the Cancellation Period will be covered under these elements of the AA Car Care Membership. Please note also that, under Personal Membership, events occurring prior to the contract start date are not covered and that Relay is not available for an event occurring within the first 24 hours – see page 11.

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Any refund, or allowance against outstanding monies, after the Cancellation Period, will be subject to our absolute discretion. For Your information, if, at our discretion, we agree to give a refund after this period, we will take into account whether any services or benefits have been used and, even where no service or benefit has been used a minimum administration charge will be payable.

Nothing in this clause will, however, if applicable, affect any statutory rights you may have as a consumer.

8. Vehicle Changes

In the event that the vehicle which has been registered with us in connection with the AA Premier Plus Service, MOT and MBI is sold, written off or otherwise disposed of and the customer/member requires that a replacement vehicle be registered in its place then, subject always to payment of any additional sums required or other relevant adjustment should the replacement vehicle be in a different price banding and to the replacement vehicle meeting all relevant eligibility requirements (and not otherwise being excluded), the following will apply:

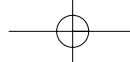
- Personal Membership will continue until the end of the original Contract Period;
- if the AA Premier Plus Service has not been undertaken on the, or any, vehicle which was previously registered under the AA Car Care Membership for the relevant Contract Period then the Service can be carried forward to be undertaken on the replacement vehicle, within the remaining contract period;
- if the AA Premier Plus Service has been undertaken on the initial vehicle then a further Premier Plus Service can be purchased to be undertaken on the replacement vehicle within the remaining Contract Period;
- if the MOT test has not been carried out on the, or any, vehicle which was previously registered under the AA Car Care Membership for the relevant Contract Period then this can be carried forward to be used on the replacement vehicle within the remaining term of the cover;
- if the MOT test has been carried out on the, or any, vehicle which was previously registered under the AA Car Care Membership for the relevant Contract Period then a further MOT Test fee can be purchased to be claimed on the replacement vehicle within the remaining term of the cover;
- subject to sub paragraph vii) below, the MBI cover can be transferred to the replacement vehicle (subject also to any relevant further adjustment in payment);
- only one MOT failure claim can be made during the Contract Period under the MBI, therefore, this claim will only be available in relation to any replacement vehicle if there has been no previous claim during the relevant Contract Period.

Important Notes:

- No MOT Test, AA Premier Plus Service or claim under the MBI can be made within 14 days of the date of our acceptance of a change in the Nominated Vehicle and no events occurring during this period, or which occur to the replacement vehicle prior to our acceptance of the change, will be covered under these elements of the AA Car Care Membership;
- Only 2 (two) changes of vehicle will be permitted in any Contract Period;
- No vehicle can be registered with us twice in any Contract Period;
- Upon acceptance of a change of vehicle such vehicle shall be deemed to be the Nominated Vehicle for the purposes of these Terms and Conditions;
- To change to a different vehicle contact the AA Car Care Member Helpline on **0845 850 0053**.

9. Factors Outside our Reasonable Control

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



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10. Liability

We shall not, in any event, and to the extent permitted by law, have any responsibility for any increased costs or expenses, for any loss of profit, business, contracts, revenue or anticipated savings or for any special, indirect or consequential losses incurred as a result of or in connection with any service, assistance, repair or claim supplied or covered under AA Car Care Membership, whether resulting from tort (including negligence or breach of statutory duty), breach of agreement or otherwise. For the avoidance of doubt, nothing in this clause or these Terms and Conditions shall exclude or restrict our liability for negligence resulting in death or personal injury. If you are acting as a consumer (i.e. not in the course of a business) then nothing in these terms will affect your statutory rights as a consumer relating to faulty or mis-described goods or services save that, for the avoidance of doubt, in no circumstances shall we be liable for losses relating to any business interests you may have including, without limitation, lost data, lost profits, loss of opportunity or business or business interruption.

11. Waiver

Our failure to enforce or non-reliance on any of these Terms and Conditions on a particular occasion or occasions will not prevent us from subsequently relying on or enforcing them.

12. Headings

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

13. Third Parties

Save as otherwise provided in the Terms and Conditions of AA Car Care Membership, none of the Terms and Conditions, including benefits, of, or under AA Car Care Membership are enforceable by any one other than the customer/member (which shall include, in relation to the Personal Membership cover only, any named joint or family member). For the avoidance of doubt, and without limitation to the generality of the foregoing, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement thereof, are hereby excluded.

14. Jurisdiction

These Terms and Conditions, and any agreement entered into in connection with the same, shall be interpreted in accordance with the English law and subject to the non-exclusive jurisdiction of the English Courts.

15. Changes to Terms

We reserve the right to make changes to these Terms and Conditions, on the giving of reasonable notice, where it reasonably considers it necessary to do so in order for the services it supplies to comply with any changes in the law or regulations applicable thereto.

16. Using Personal Information

- 16.1 Information you provide or we hold (whether or not under this agreement) may be used by the AA, its employees or agents to:
- identify you when you make telephone enquiries;
 - help administer any accounts, services or products provided by the Centrica group of companies now or in the future;
 - produce marketing analysis and statistical information;
 - help us detect fraud or loss; and
 - contact you by any means (including mail, email, telephone or text messages) about other services and products offered by the Centrica group of companies and our carefully selected partners. We will not contact you in this way if, either directly or otherwise, you have previously told us not to and/or if your express consent is required to the method of communication and this has not been given by you.
- 16.2 The AA may also give your information to other companies in the Centrica group (including those using the British Gas, Scottish Gas, Goldfish and AA brands) for any of the purposes set out above. A list of these companies is available upon request.
- 16.3 If you have MBI cover, AXA Insurance UK plc and its subsidiaries and Administrator will hold information about you and your MBI cover in their records for insurance administration and/or audit purposes. This information will be used for administration, underwriting, processing, statistical analysis, claims handling and fraud prevention.
- 16.4 Any sensitive information obtained will only be processed in order to provide the service requested.
- 16.5 Where you provide any information about another person to us, we shall assume that you are entitled to disclose such information to us.

Terms and Conditions Specific to AA Personal Membership: UK Breakdown Assistance Services

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1. Single, Joint and Family Membership

Single Membership

Covers you, as the personal member, in any vehicle (within the specified limits), as driver or passenger.

Joint Cover

Extends your cover to entitle one other nominated person, living at your home address, to the breakdown services to which you are entitled, in any vehicle (within the specified limits), as driver or passenger.

Family Cover

Extends Joint Cover to entitle two further nominated members of your family, under 21 and living at your home address, to the breakdown services to which you are entitled, in any vehicle (within the specified limits), as driver or passenger.

2. Option 300 Cover

The Personal Membership cover provided under this product is Option 300 which provides access to the following UK Breakdown Assistance Services:

- Roadside Assistance;
- Home Start;
- Relay.

3. Terms and Conditions:

Use of our UK Breakdown Assistance Services under Personal Membership is subject to the relevant Terms and Conditions contained in this booklet (see General Terms and Conditions of AA Car Care Membership on pages 4 to 8 and the Terms and Conditions Specific to AA Personal Membership: UK Breakdown Assistance Services as set out on pages 9 to 14). Please read the relevant sections of this booklet carefully.

Any additional services which may be made available under the AA's Tailored Incident Management policy are provided on a purely discretionary basis.

4. Vehicle Type, Weight and Size Restrictions

Note the restrictions set out below relate to the Personal Membership, i.e. breakdown assistance services aspect of the AA Car Care Membership only.

Restrictions and exclusions relating to vehicle eligibility for registration under the AA Car Care Membership (MOT fee, AA Premier Plus Service and MBI) can be found in clause(s) 4 and 5 of the General Terms and Conditions applicable to all services/cover available under AA Car Care Membership on pages 5 to 6.

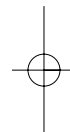
UK Breakdown Assistance Services are only available to members when they are travelling in the UK in a car, van, minibus or motorcycle which complies with the relevant restrictions set out below:

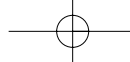
Maximum Vehicle Weight (applies to all services)*	Vans and pick-ups, whether privately owned or otherwise: 2.3 tonnes (2,300kg) gross vehicle weight Other vehicles: 3.5 tonnes (3,500kg) gross vehicle weight
Maximum Vehicle Length	Relay Service: 18ft (5.5m)*
Maximum Vehicle Width	Relay Service: 7ft 6in (2.3m)*

*In addition, assistance will be provided for caravans or trailers on tow at the time of the breakdown, provided always that they fall within the above limits for Relay service. A caravan or trailer of a length of greater than 18ft (5.5m) but not exceeding 26ft (8m) will be recovered provided that this can be done safely under tow.

5. Other General Restrictions

Horses or livestock will not be recovered and the recovery of any animal is at the AA's discretion. See under "Relay, what is not covered", page 11 and General Terms and Conditions Related to UK Breakdown Assistance Services, clause 12, page 13.





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6. UK Breakdown Assistance

The Breakdown Assistance Services provided by The Automobile Association Limited (the "AA"), as detailed in this booklet, are available to assist members travelling in vehicles which first become stranded in the United Kingdom (only and excluding the Channel Islands and the Isle of Man).

Roadside Assistance

What is Covered

- Roadside Assistance is available if you are stranded on the highway more than a ¼ mile from home following a breakdown or road traffic accident.
- If, following a breakdown (only), a patrol or appointed agent cannot fix your vehicle within a reasonable time, it will be taken to the AA's choice of appropriate local repairer or, alternatively, to a local destination of your choice, provided it is no further. It is then your responsibility to instruct the repairer to make any repairs required. Any contract for repair will be between you and the repairer, and it is your responsibility to pay them. (**Important note:** Please note that the cost of repair may be covered under the MBI if you have this cover. Please refer to pages 18 to 24 for details of cover.) The AA does not guarantee that any recovery to an appropriate local repairer will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair.

Message Handling

- We will make a telephone call at your request following a breakdown.

What is Not Covered

- Roadside Assistance does not cover any additional transport or other costs that you might incur, whether as a result of your vehicle being towed or otherwise.
- Any recovery (including, but not limited to, recovery by uplift or by tow) following a road traffic accident (see General Terms and Conditions Related to UK Breakdown Assistance Services, clause 13, page 13).
- Anything excluded under General Terms and Conditions Related to UK Breakdown Assistance Services are also not covered (see pages 12 to 13).

Home Start

What is Covered

- Home Start provides access to assistance when your vehicle is immobilised following a breakdown or road traffic accident at or within a ¼ mile of your home address.
- If, following a breakdown (only), a prompt local repair is not possible, your vehicle will be taken to the AA's choice of appropriate local repairer or, alternatively, to a destination of your choice, provided it is no further. It is then your responsibility to instruct the repairer to make any repairs required. Any contract for repair will be between you and the repairer, and it is your responsibility to pay them. (**Important note:** please note that the cost of repair may be covered under the MBI if you have this cover. Please refer to pages 18 to 24 for details of cover.) The AA does not guarantee that any recovery to an appropriate local repairer will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair.

What is Not Covered

- Any recovery (including, but not limited to, recovery by uplift or tow) following a road traffic accident (see General Terms and Conditions Related to UK Breakdown Assistance Services, clause 13, page 13).
- Anything excluded under General Terms and Conditions Related to UK Breakdown Assistance Services pages 12 to 13.

Relay

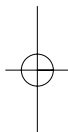
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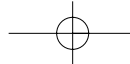
What is Covered

- Relay is available if you are stranded on the highway more than a ¼ mile from home following a breakdown and the AA cannot arrange a local repair within a reasonable time.
- Relay provides recovery of an immobilised vehicle (including a caravan or trailer which was on tow at the time), the driver and up to a maximum of seven passengers (see also General Terms and Conditions Related to UK Breakdown Assistance Services, clause 9h, page 12) to a single destination of your choice on the UK mainland or in Northern Ireland. If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation.
Note: After your vehicle has been recovered, any subsequent repairs will be at your cost. (**Important note:** Please note that the cost of repair may be covered under the MBI if you have this cover. Please refer to pages 18 to 24 for details of cover.) It is also your responsibility to arrange and pay for the vehicle's collection, should that be necessary.

What is Not Covered

- Relay is not available in relation to any breakdown which occurs within 24 hours of the commencement of the AA Car Care Membership contract period.
- The recovery of any vehicle that the AA considers would be dangerous (including, but not limited to overladen vehicles) or illegal for the AA to load or transport.
- The recovery of any vehicle which is at or within a ¼ mile of a member's home address.
- A second or subsequent Relay, after the vehicle has been recovered following a breakdown.
- The transport of immobilised vehicles where the AA considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies.
- The transport of vehicles being used for racing, rallying, trials or time trials, autotests or other motor sports events. However, see also clause 18, page 13, General Terms and Conditions Related to UK Breakdown Assistance Services.
- Assistance following a breakdown or accident attended by the police or other emergency service, until the services concerned have authorised the vehicle's removal. If the police or emergency service concerned insist on immediate recovery by a third party, the cost of this must be met by you.
- Any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany the vehicle while it is being recovered under Relay.
- The recovery of any vehicles bearing trade plates and/or which the AA has reason to believe have just been imported or purchased at auction.
- The recovery of horses or livestock.
- Ferry costs.
- Any recovery following a road traffic accident (see General Terms of Contract Related to UK Breakdown Assistance Services, clause 13, page 13).
- Anything excluded under General Terms and Conditions Related to UK Breakdown Assistance Services pages 12 to 13.





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General Terms and Conditions Related to UK Breakdown Assistance Services

1. Any additional services which may be made available under the AA's Tailored Incident Management policy are provided on a purely discretionary basis.
2. Service from AA patrols is subject to availability and may be supplemented by use of appropriate agents.
3. The AA will only accept responsibility for the actions of an agent where the agent is acting on the AA's instruction and is providing assistance to which you are entitled under your AA membership.
4. All requests for assistance must be made to the AA using the contact instructions provided by the AA from time to time. If you contact a garage direct, you will have to settle its bill and the AA will be under no obligation to reimburse you.
5. AA patrols are trained and equipped to carry out emergency roadside repairs and are not in a position (and should not be expected) to comment on the general safety or roadworthiness of a vehicle after a breakdown or an emergency repair. In addition, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned.
6. Service and/or cover is only available for vehicles complying with the vehicle restrictions set out on page 9. The availability of service and/or cover is subject to the AA's Service Control policy as set out on page 14.
7. The AA reserves the right to refuse service where it is requested to deal with the same or a similar fault or cause of breakdown to that attended to in regard to the same vehicle within the preceding 28 days. It is your responsibility to make sure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. Nothing in this provision shall affect any rights you may have in relation to any negligence or breach of contract or breach of any other legal duty on the part of the AA or its agents.
8. The AA will not carry out vehicle servicing or vehicle re-assembly, e.g. where this is required as a result of neglect or unsuccessful work on the vehicle other than on the part of the AA or its agents.
9. AA breakdown service and/or cover does not include the following:
 - a. routine maintenance and running repairs, such as radios, interior light bulbs, heated rear windows;
 - b. the cost of spare parts, petrol, oil, keys or other materials, and garage or other labour required to repair your vehicle;
 - c. any costs or charges connected with the drainage or removal of fuel, lubricants or other fluids due to the introduction of an inappropriate fluid. It is the member's responsibility to instruct the repairer as to the work required. Any contract for repair will be between the member and the repairer;
 - d. any additional charges resulting from your failure to carry a legal and serviceable spare wheel(s) or tyre(s). The AA will endeavour to arrange assistance from a third party on your behalf, but will not pay for the cost of the call-out or any repair;
 - e. having your vehicle stored or guarded in your absence;
 - f. any personal transportation costs;
 - g. the provision of service to your vehicle when it is on private property, e.g. garage premises, unless you can establish to the AA's satisfaction that you have the permission of the relevant owner or occupier;
 - h. the provision of service or cover to such number of persons as exceeds the number of seats which are fitted in the relevant immobilised vehicle at the time of breakdown, or to anyone who was not, at such time, travelling in the relevant vehicle;
 - i. any ferry or toll charges levied in relation to the vehicle which is being towed or recovered.
10. If the AA considers that a locksmith, body-glass or tyre specialist is needed, it will endeavour to arrange their help on your behalf. The AA, however, will not pay for their services and the contract for repair will be between you and the repairer. Further, if use of a locksmith or other specialist would, in the AA's opinion, mobilise the vehicle, no further service will be available for the breakdown in question.

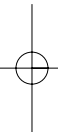
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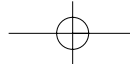
11. If specialist lifting equipment (not normally carried by AA patrols) is, in the view of the AA, required to provide assistance when a vehicle has left the highway, is in a ditch, is standing on soft ground, sand or shingle or is stuck in water or snow, or which has been immobilised by the removal of its wheels, we will arrange recovery but at your cost. Once the vehicle has been recovered to a suitable location, normal AA service will be provided in keeping with your membership entitlement.
12. The AA is not under any obligation to transport or to arrange the transport of any animal. If the AA or its agents, at their discretion, agree to transport an animal, then any such transport will be at your own risk. It is your responsibility to secure any animal being transported or to make alternative arrangements for its transportation.
13. In the event that you require vehicle recovery following a road traffic accident, the AA can, if you require, provide this for you but will not be responsible for meeting the costs involved. If the AA does agree to provide recovery in these circumstances you will be responsible for, and required to pay, the AA's charges for this service (including, but not limited to, any charges relating to any specialist equipment used). In regard to all matters referred to in this clause, you must give the AA, on request, any relevant information it reasonably requests.
14. Please note that, following a road traffic accident, or otherwise, it is and remains your responsibility to ensure that you properly comply with any requirements of your motor insurer in making a claim under your motor insurance policy.
15. The AA reserves the right to refuse to provide or arrange breakdown assistance if the member is not with the vehicle at the time of the breakdown, and/or is unable to be present at the time assistance arrives.
16. The AA reserves the right to refuse breakdown assistance service where, in its reasonable opinion:
 - a. the vehicle concerned was, immediately before breakdown, dangerous, overloaded or unroadworthy; or
 - b. the giving of service would involve any breach of the law;
 - c. there has been an unreasonable delay in reporting the breakdown.

Where you have been refused service as a result of your vehicle being deemed dangerous, overloaded or unroadworthy, the AA will endeavour to arrange assistance on your behalf but will not pay for this service.
17. The AA reserves the right to refuse breakdown assistance service if you cannot produce a valid membership card or appropriate receipt and, if requested, some other form of identification. If you require service and are unable to produce the above, you may be asked to sign a form verifying your entitlement to service. If you cannot produce a valid membership card or receipt, and we are unable to verify your membership entitlement at the time of the incident in question, the AA reserves the right to refuse service, or may, at its discretion, offer service only on the immediate payment of the sum referred to in paragraph a) below.

In these circumstances:

 - a. any sum required ("security payment") will consist of the full relevant membership subscription and an additional surcharge, which will be notified to you at the time, payable by credit, debit or Switch card in advance of any service being given;
 - b. any security payment made will be refunded in its entirety, provided you can establish to our reasonable satisfaction that you were a member at the time of the breakdown, with the relevant level of cover;
 - c. without prejudice to your statutory rights, no refunds will be given if membership entitlement cannot be proved, or simply because the vehicle cannot be fixed at the roadside;
 - d. making a security payment will only entitle you to service for the incident in question. It will not entitle you to AA service for any future breakdowns.
18. The AA will not provide breakdown assistance service where this is requested in regard to a vehicle which requires service by reason of, or immediately following, participation in any racing, rallying, trials or time-trials, auto test or other motor sports event ("a Motor Sports Event"). However, for the avoidance of doubt, the AA does not consider the following activities to be Motor Sports Events, and thus will provide service to a participating vehicle if properly requested:
 - a. "Concours d'elegance" events;
 - b. Track test days for road-legal vehicles;
 - c. Rallies held exclusively on open public highways where participants are required to comply with all operative speed limits.
19. Save as expressly stated not to apply to Personal Membership, the General terms and Conditions Applicable to all Services/Cover available under AA Car Care Membership (pages 4 to 8) shall apply.





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AA Breakdown Assistance Services: Service Control Policy

Important: Please read the following carefully.

This Policy applies to all persons requesting service under AA Personal Membership available under the AA Car Care Membership. **Service Control is designed to keep membership affordable by making sure that high use is avoided.**

Further Contributions During Contract Period:

We have placed limits on the number of call-outs that can be made in any one contract period. If the relevant annual call-out limit relating to your membership is approached, we will write and point this out so you have the opportunity to explain the high level of use of the service, before we take further action.

If the relevant permitted maximum total of call-outs, as set out below, is reached in a contract period, we will be entitled to ask you for a further contribution towards each subsequent call-out.

Total Membership service limits for all Options in relation to further contributions:

Single membership	Six call-outs in the relevant Contract Period
Joint cover	Six call-outs in a relevant Contract Period
Family cover	Seven call-outs in the relevant Contract Period

The above are the overall call-out limits which currently apply to a membership in the relevant 12 month Contract Period.

Where applicable, call-outs made by persons entitled to assistance under Joint or Family cover will be taken into account when calculating whether the service limit has been reached under a particular membership.

For more information please call the AA Car Care Member Helpline on 0845 8500053.

Terms and Conditions Specific to the MOT Test and AA Premier Plus Service

1. The AA will only meet the cost of the AA Premier Plus Service and the MOT Test fee if the Nominated Vehicle is taken to an AA Service Centre for work to be undertaken.
2. The AA reserves the right to sub-contract work if necessary.
3. The AA reserves the right to source parts from parts suppliers other than the original vehicle manufacturer.
4. The Terms and Conditions relating to work carried out at an AA Service Centre (pages 16 to 18) shall apply.

What is Covered

1. One AA Premier Plus Service undertaken at an AA Service Centre. The AA Premier Plus Service consists of:
 - A diagnostic report identifying items inspected that are:
 - in sound working order
 - in need of attention
 - in need of attention at a later date

(a sample copy of report available upon request from AA Service Centres or by calling the AA Car Care Member Helpline on **0845 850 0053**)

- New engine oil and new oil filter
- New points and condenser, if fitted
- New fuel filter (for diesel cars)
- New fuel filter (for petrol cars)
- New air filter
- Under-bonnet fluid top-up (water, windscreen wash, brake fluid and power-steering fluid)
- New spark plugs for petrol driven cars only
- Free follow-up check on items identified in the diagnostic report as needing attention at a later date
- Fifteen-point Air-conditioning Health Check and new cabin filter
- New manual gearbox oil (where a drain plug is fitted)

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Important note: It is the responsibility of the owner of the Nominated Vehicle to ensure that the cambelt is changed in accordance with the relevant Manufacturer's recommendations and this may well require attention before the service is due or after the service has been undertaken. Any checking or replacement of a cambelt, whether during the Contract Period or otherwise, is at your sole expense.

If the Manufacturer's recommendation is that the cambelt should have been changed at some time prior to purchase of the AA Car Care Membership and you have no written evidence (the relevant invoice/service report) that this has been done, then it is recommended that the cambelt is replaced immediately at your expense. **If the vehicle is covered by the MBI and the cambelt fails, the claim will be rejected if there is no written confirmation that manufacturer's replacement recommendations have been met.**

2. One MOT Test fee for an MOT carried out at an AA Service Centre.

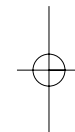
What is Not Covered

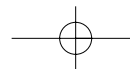
1. No AA Premier Plus Service or MOT Test will be carried out within 14 days of the start of the Contract Period or within 14 days of the date of any acceptance by the AA of a change in the Nominated Vehicle.
2. Any maintenance, repairs and /or required parts which are identified during the AA Premier Plus Service or at any other time and which are not specified within the servicing content previously listed under paragraph 1 of "What is Covered" on page 14.
3. The cost of any parts and/or fluid replacement other than those specifically identified as "new" within the AA Premier Plus Service content previously listed under paragraph 1 of "What is Covered" above (with the exception of fluid level "top ups").
4. The cost of any additional labour and/or parts which are required to repair, service or maintain the Nominated Vehicle due to removal/fitting problems which are not attributable to the AA, for example, without limitation, where a spark plug has seized in the cylinder head or the threads on wheel nut studs are found to be stripped when removal is attempted.
5. Any maintenance recommended by the manufacturer but not included within the AA Premier Plus Service content previously listed under paragraph 1 of "What is Covered" on page 14.
6. Any work, replacement parts or other items or materials required subsequent to an MOT failure of the Nominated Vehicle if the same do not form part of the AA Premier Plus Service, or if the AA Premier Plus Service is not due or has already been carried out in relation to the Nominated Vehicle on a separate visit.
7. Any MOT re-test fee following an MOT failure.
8. Anything excluded by virtue of the General Terms and Conditions Applicable to all Services/Cover available under AA Car Care Membership (see pages 4 to 8).

How to arrange for your AA Premier Plus Service/MOT Test to be carried out at an AA Service Centre

1. In good time before the date that Your MOT falls due or if You wish to arrange for the AA Premier Plus Service to be carried out, contact the AA Car Care Member Helpline on **0845 8500053**.

We recommend that you take the service history (and service handbook) of the Nominated Vehicle, including evidence of the last time the cambelt was changed, and, if relevant, the existing MOT Certificate. Please also take your AA Car Care Membership Card.
2. Advise AA Car Care Member Helpline of your requirements.
3. AA Car Care Member Helpline will then check entitlement and, provided the required work falls within your entitlement under the AA Car Care Membership, make the necessary arrangements with the AA Service Centre of your choice.
4. Take the Nominated Vehicle to the AA Service Centre on the date/time arranged.
5. You will need to show your AA Car Care membership card when you take the Nominated Vehicle to the AA Service Centre.





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Terms and Conditions relating to any work carried out at an AA Service Centre under the AA Car Care Membership

1. Our Work

- 1.1 In these terms the work which we (The Automobile Association Limited) do for you (normally a service, repair or fitting) shall be called "the Work" and the parts or materials which we supply as part of the Work (including any which we do not fit to the vehicle) shall be called "the Goods".
- 1.2 These terms shall govern all the Work we do for you and all the Goods which we supply (and shall form the contract between us) and when you instruct us to do the Work you shall be deemed to agree these, or as we may subsequently agree, for the Work and the Goods.
- 1.3 If we agree to do any Work or supply any Goods the cost of which is not covered by the AA Car Care Membership, then we shall agree the charges with you beforehand and these terms will again apply.
- 1.4 If we agree to do any Work or supply any Goods the cost of which is not covered by the AA Car Care Membership, we reserve the right to make any immediate increase in any charges quoted to you which arise as a result of an increase in costs of parts or other costs outside our reasonable control. We may also make any other increase in quoted charges by giving not less than 28 days notice to you. If you are acting as a consumer (i.e. not in the course of a business) then if we notify you of any increase in charges you will have the right to cancel the contract at any time prior to our commencement of the Work or supply of the Goods.
- 1.5 We shall have the right to sub-contract all or any part of the Work and/or the supply of the Goods to sub-contractors but if we do so that will not affect your rights against us under these terms.
- 1.6 The Goods are subject to availability. We shall inform you as soon as possible if they are not available in stock.
- 1.7 We may give the Nominated Vehicle a short road test as part of the Work and by agreeing to the Work you are deemed to have agreed to any such road test.
- 1.8 We shall use all reasonable endeavours to complete the Work within the time estimate given to you. However, we shall not be liable for any loss or damage you suffer through any reasonable or unavoidable delay in completing the Work. We shall inform you of any delay as soon as possible.

2. Guarantee on Work Undertaken

- 2.1 If you are acting as a consumer (i.e. not in the course of a business) then this Guarantee is given in addition to and not in substitution for your statutory rights as a consumer relating to faulty or mis-described services or goods.
- 2.2 We agree to correct, free of charge, any defect in the vehicle which is caused by our faulty workmanship and any defect in the Goods, PROVIDED THAT:
 - i. the defect arises (and is reported to us) within 12 months of completion of the Work or before the Nominated Vehicle has been driven 12,000 miles after completion of the Work (whichever is the shorter);
 - ii. you produce an invoice or other documents that show that the Nominated Vehicle was serviced at the times that the relevant vehicle manufacturer has recommended during the 12 month/12,000 miles period or had an AA Premier Plus Service carried out during such period/mileage;
 - iii. you produce an invoice or other documents that show that we did the Work; and
 - iv. you deliver the Nominated Vehicle to us as soon as reasonably practicable after discovering the defect and take all reasonable steps to reduce any damage which the defect may cause. This Guarantee will not cover any damage caused by your own use of the Nominated Vehicle after you discover the defect.
- 2.3 This Guarantee will not cover defects arising from normal wear and tear (e.g. the brake and clutch linings and tyres) wilful damage, negligence by you or any third party, use otherwise than as recommended by us or the vehicle manufacturer, failure to follow our or the vehicle manufacturer's instructions or any alteration or repair carried out without our approval.
- 2.4 If we recommend work, which you do not authorise us to do then this Guarantee will not cover any defect or damage arising as a result of that work not being done.
- 2.5 This Guarantee is limited to our agreement to repair defects, as set out above, and we will not, under this Guarantee, accept charges for any repairs you have undertaken at other garages or service centres (except other AA Service Centres).

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3. Other Warranties

- 3.1 If you have the benefits of a warranty in respect of the Nominated Vehicle from another company (e.g. a manufacturer's warranty or another repairer's warranty) our Work may affect your rights under that other warranty. You will be deemed to have checked the terms of any other warranty you may have before instructing us to do the Work. We will not be responsible for the effect of the Work on any other warranty you may have.

4. Risk

- 4.1 You should remove from the Nominated Vehicle all valuable items, which are not attached to the vehicle. If you do leave any such items in the vehicle you will do so at your own risk and we will not accept any responsibility for any loss or damage to them.
- 4.2 We will not accept any responsibility for the Nominated Vehicle until its delivery to the AA Service Centre is accepted by us. Any vehicle left at or near our Service Centre without being accepted by us is left entirely at your risk.
- 4.3 Goods supplied by us will be at your risk immediately upon them, or the Nominated Vehicle in which they have been fitted, being delivered to you, which shall be when you collect them, or the Nominated Vehicle, from our service centre or, in the event that we, at our absolute discretion, agree to deliver to a pre-arranged address, then upon delivery to that address.

5. Payment and Title

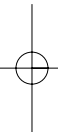
- 5.1 Save for those costs or charges which will be met by us under the AA Car Care Membership, You must pay us all charges for all Work done, including all Goods supplied, when or before you collect the Nominated Vehicle (or, where we, at our absolute discretion, have agreed to deliver to a pre-arranged address, then before delivery to that address) unless we have previously granted you credit facilities. We shall have the right to retain the Nominated Vehicle until all outstanding charges have been paid (and in the case of a cheque, when cleared).
- 5.2 If we allow you to collect, or take delivery of, the Nominated Vehicle despite there being outstanding charges due to us then we shall remain the owner of any supplied Goods until all sums then owing to us have been paid (and in the case of a cheque, when cleared).

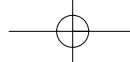
6. Replaced Parts

- 6.1 We will dispose of all replaced parts as we see fit unless you ask us to return them to you before or when you collect the Nominated Vehicle or the Nominated Vehicle is delivered to you under any agreed arrangements.

7. Uncollected Vehicles

- 7.1 Unless, at our absolute discretion we have come to other arrangements with you with respect to delivery and you have complied with the terms of those arrangements (including any as to payment), You must collect the Nominated Vehicle within seven days of us notifying you that the Nominated Vehicle is available for collection. We shall send this notice to you at the address we have recorded in relation to your AA Car Care membership or as subsequently notified to us in writing and you shall be deemed to have received notice two working days after posting.
- 7.2 We shall charge you reasonable charges to store your Nominated Vehicle if you fail to collect the Nominated Vehicle within seven days of us notifying you that the Nominated Vehicle is available for collection.
- 7.3 If you fail to collect the Nominated Vehicle within 60 days of us notifying you that the Nominated Vehicle is ready for collection we shall be entitled to:
 - i. sell the Nominated Vehicle by public auction or otherwise as we see fit and pay you the balance of the sale proceeds after deducting our charges (including charges for Work done and Goods supplied, storage charges and sale costs). If we are unable to contact you we shall retain the proceeds (less any of these charges) in a deposit account for three months and if then not claimed we shall dispose of the proceeds as we see fit.
 - ii. Alternatively, we may at our election, deliver the Nominated Vehicle to your address, notwithstanding and without affecting your obligation to pay us the outstanding charges. The Nominated Vehicle shall then become your responsibility and all our obligations in respect of the vehicle shall cease.





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8. Limits of our Liability

- 8.1 Except that nothing in this clause 8 or elsewhere in these terms will restrict or limit our liability for death or personal injury resulting from our negligence or defective products under the Consumer Protection Act 1987;
- i. you must make any claim for faulty workmanship, defective goods or any other loss or damage to the vehicle or its contents as soon as is reasonably possible after discovering the defect or damage;
 - ii. if we breach our obligations under this contract or any other legal duty of care we owe to you we shall not be responsible for any loss or damage which is not at the time we make this contract (to both you and us) a reasonably foreseeable result of such a breach;
 - iii. if we recommend work which you do not authorise us to do then we will not be responsible for any loss or damage arising as a result of that work not being done; and
 - iv. we shall not be liable by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of us, our employees or agents or otherwise) which arise out of or in connection with the Work or the Goods (including any delay in doing the Work or in supplying the goods or any failure to do the Work or supply the Goods) and our entire liability under or in connection with the contract shall not exceed the sum of £1 million.
- 8.2. If you are acting as a consumer (i.e. not in the course of a business) then nothing in this clause 8 or elsewhere in these terms will affect your statutory rights as a consumer relating to faulty or mis-described goods or services save that, for the avoidance of doubt, in no circumstances shall we be liable for losses relating to any business interests you may have including, without limitation, lost data, lost profits, loss of opportunity or business or business interruption.

Terms and Conditions Specific to the Mechanical and Electrical Breakdown and MOT Failure Insurance ("MBI")

This is relevant only where level two of AA Car Care has been purchased (see page 3).

DEFINITIONS

"Insurer"	AXA Insurance UK plc, First Floor, Churchill House, Churchill Way, Cardiff CF10 2FT. Registered Office: 107 Cheapside, London EC2V 6DU. Registered in England No. 78950.
"Contract Start Date"	The date that the cover commences as specified in the Schedule, save that no claim may be made in relation to any incident occurring within 14 days of the relevant Contract Start Date or, on a change of Insured Vehicle, within 14 days of the date of acceptance of the change.
"Administrator"	The Automobile Association Limited C/O AA Warranty Services, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY.
"AA MBI Claims Department"	The Administrator's Claims Department, AA Warranty Services, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY.
"Insured Customer"	The person or company who purchased this cover as identified in the Schedule issued in connection with this policy by or on behalf of the Insurer.
"Insured Parts"	The parts specified below.
"Nominated Vehicle"	The vehicle which is insured under this policy as indicated on the Schedule, or any revised Schedule in the event of an agreed change in vehicle during the Period of Cover, issued by or on behalf of the Insurer.
"Period of Cover"	Twelve months starting on the Contract Start Date.
"Mechanical or Electrical Breakdown"	'Mechanical or Electrical Breakdown' shall mean the unforeseen breaking or burning out (electrical) of any of the Insured Parts whilst in use due to a mechanical or electrical defect necessitating repair or replacement thereof to enable their function to be resumed.

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"Retail Value"

The retail value specified in *Glass's Guide*** at the time that a claim is made for a vehicle of the same make, model, trim level, recorded mileage and overall condition as the Nominated Vehicle. The Insurer reserves the right to have an independent valuation undertaken should the specification not be available within *Glass's Guide* or it is suspected that the condition of the vehicle is such that this would affect the *Guide* value. There will be no value allowance for non standard fittings, other than a reduction should any non-standard fittings be considered to have a detrimental effect on retail prospects and/or value.

"Schedule"

Means the Confirmation of Entitlement Schedule issued to the Insured Customer on purchase of AA Car Care.

** *Glass's Guide* is a Motor trade publication recognised and used extensively throughout the Motor Vehicle Industry to value used vehicles.

WHAT IS COVERED

The benefits of cover:

1. Mechanical and Electrical Breakdown Cover

The Insurer will, in consideration of the payment of the premium, indemnify the Insured Customer against the reasonable costs of repairs to the Nominated Vehicle following its Mechanical or Electrical Breakdown subject to the conditions and exclusions of this Insurance.

Cover Limit

The maximum limit for any one claim under this benefit is the Retail Value of the Nominated Vehicle at the time that the claim is notified to the Administrator. However, where more than one claim is made in relation to the Nominated Vehicle the Period of Cover, the maximum total aggregate limit for all claims shall be the Retail Value of the Nominated Vehicle at the time that the Administrator is notified of the second or any subsequent claim, as applicable. An excess of the first £25 of each claim is payable by the Insured Customer.

2. MOT Failure Cover

The Insurer will, in consideration of the payment of the premium, indemnify the Insured Customer against the reasonable costs of repairs or replacement of the Insured Parts of the Nominated Vehicle where such parts are cited on the Notification of Refusal to issue a Certificate form (currently VT 30) as being the reason for the failure of the Nominated Vehicle to pass an MOT Test during the Period of Cover and provided always that the repair or replacement of such parts has, within 30 days following the issue of the relevant VT30, resulted in the issue of an authorised MOT certificate.

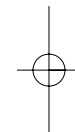
Cover Limit

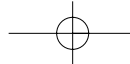
Cover is restricted to one MOT Test during the term of this policy, the Insured Customer must pay the first £25 (inclusive of VAT) of any accepted claim, and there is a limit of £750 (inclusive of VAT and the £25 excess) per claim.

INSURED PARTS

A. The following parts, subject to the identified exclusions and the terms and conditions of cover, are covered under both Mechanical and Electrical Breakdown Cover and MOT Failure Cover:

1. **The Engine**
All parts are covered but excluding: catalytic converters and exhaust systems.
2. **The Clutch**
All parts are covered but excluding: worn friction materials and worn surfaces.
3. **Gearbox**
All parts are covered.
4. **Differential and drive line**
All parts are covered.
5. **The suspension**
All parts are covered but excluding: wheels and tyres.
6. **Fuel components**
All parts are covered but excluding: filters.





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7. The braking system

All parts are covered but excluding: worn friction materials and worn surfaces.

8. The steering

All parts are covered but excluding wheel alignment and adjustment.

9. The cooling system

All parts are covered.

10. The electrical components

All parts are covered but excluding: in-car entertainment systems and aerials, carphones, or other communication systems, satellite navigation systems, tracking devices, alarms, immobilisers, batteries, lamps, bulbs, fuses, electrical connections, and electrical components that are integral with glass, mirrors, windows and screens.

11. Heating and air conditioning

All parts are covered but excluding regassing where no electrical/ mechanical failure has occurred.

B. The following additional parts, subject to the identified exclusions and the terms and conditions of cover, are covered under the MOT Failure Cover only:

1. Lighting Equipment

Headlamps, front and rear side lamps, number plate illumination lamp, headlamp aim, stop lamps, rear reflectors, rear fog lamps, hazard warning lamps and control, direction indicator control, fog lamp on/off indicator.

2. Steering and Suspension

All parts are covered including subframe but excluding wheels and tyres and adjustments.

3. Brakes

All parts are covered other than worn friction surfaces.

4. Seats and Seatbelts

Operation of front seats and all seatbelts.

5. General

Carburettor, fuel injection, engine management unit or sensor replacement required directly as a result of calibration failure to meet MOT exhaust emission standards (but excluding blockages). Horn, speedometer, speed limiter, windscreen wipers and washers (excluding wiper blades and rubbers). Catalytic converters where no longer serviceable and failure is not due to impact, accidental damage, or as a result of contamination by incorrect fuel.

Important note: Tuning and adjustments will only be covered if necessary to meet MOT exhaust gas emission standards.

Please note, in relation to A. and B. above.:

- a. Housings and casings are covered only when they have been damaged as a direct result of the failure of an Insured Part.
- b. The list of Insured Parts should be read in conjunction with the conditions and "What is Not Covered" and other exclusions of the policy.
- c. The policy will pay the cost of replacing working materials such as: oil seals and gaskets, oils, filters, antifreeze, and refrigerants, provided they are replaced as a direct result of a valid claim and that they are requested at the time authorisation is sought.

TERRITORY WHERE THE NOMINATED VEHICLE IS COVERED

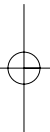
The Nominated Vehicle is covered in England, Scotland and Wales.

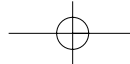
WHAT IS NOT COVERED

1. Mechanical and electrical breakdowns and MOT failures occurring on or within 14 days of the Contract Start Date and, if relevant, the first 14 days from date of any acceptance by the Insurer or Administrator of a change in the Nominated Vehicle. For the avoidance of doubts events occurring during or before this period shall not be covered.
2. The first £25 of each claim. (Inclusive of VAT.)
3. Use of the Insured Vehicle for hire or reward, driving instruction or in any sort of competition, rallies or racing of any kind.
4. Any liability for bodily injury, death, or damage to other persons or other property.

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5. Any consequential loss of whatsoever nature whether arising directly or indirectly from an incident giving rise to a claim under this policy or otherwise (including, without limitation of the generality, any costs, expenses or losses resulting from any delay arising as a result of the Insurer and/or Administrator requiring an inspection of the Nominated Vehicle following a claim).
6. Any loss or damage due to any type of fraud, misuse or any act or omission by the Insured Customer which is wilful, unlawful or negligent.
7. Any repairs required because of, or claims, loss, damage, liability or expense resulting directly or indirectly from:
 - a. Oil leaks or loss of other fluids or gases when no mechanical failure has occurred;
 - b. Frost, snow, ice, flood, freezing, corrosion or erosion and seizure of parts where no mechanical failure has occurred;
 - c. Use of incorrect fuel grade or contaminated fuel;
 - d. Faulty manufacture or design including a manufacturer's recall;
 - e. Alteration or modification from the manufacturer's specification;
 - f. Routine adjustments and calibration;
 - g. Road traffic accident;
 - h. Failures caused by the lack of oils or coolant through neglect and damage or contamination caused by the intrusion of foreign matter or damage deemed, in the reasonable opinion of the Insurer, to be caused by continuing to drive the Nominated Vehicle after a fault has occurred;
 - i. the use of any chemical, biological, bio-chemical or electromagnetic weapon;
 - j. the use or operation, as a means for inflicting harm (whether by the Insured Customer or a third party), of any computer, computer system, computer software programme, computer virus or process or any other electronic system;
 - k. pressure waves caused by aircraft or other electrical devices;
 - l. occasioned by or happening as a result of war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
8. Damage recoverable under any other guarantee, warranty or policy of insurance.
9. Faults or breakdowns occurring or having been identified prior to this cover commencing.
10. The VAT content of a claim will not be paid if the Insured Customer is VAT registered.
11. Any loss where the odometer has been tampered with, altered or disconnected by the Insured Customer or with the Insured Customer's knowledge.
12. Additional costs arising due to the non-availability of appropriate/necessary repair facilities or spare parts in the United Kingdom.
13. Faults or breakdowns occurring as a result of inadequate servicing or maintenance of the Nominated Vehicle. Without restricting the generality of the foregoing, service or maintenance will be deemed to be inadequate where, in the reasonable opinion of the Insurer, the fault or breakdown has occurred as a result of the Nominated Vehicle not having had routine maintenance carried out, for example, but not limited to, a failure to maintain correct levels of lubricants and other necessary fluids and/or to replace parts that the Insured Customer knew, or ought reasonably to have known, required replacement and/or a failure to have the Nominated Vehicle either serviced in accordance with the relevant vehicle Manufacturer's recommendation or serviced every 12 months or 12,000 miles (whichever the first to occur) to the level of service provided under the AA Premier Plus Service (or equivalent) (see pages 14 to 15). See also the Note to clause 1 of the General Terms and Conditions of MBI Cover with respect to cambelts (page 22).
14. Any part or component which did not form part of the relevant Manufacturer of Nominated Vehicle's original standard specification.
15. Any part or component which is identified as expressly excluded under the list of Insured Parts (A. and B.) above (pages 19 to 20).
16. Any claim or losses to the extent that the same is in excess of the relevant **Cover Limit(s)** specified under "WHAT IS COVERED", paragraphs 1. and 2. above (page 19).





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General Terms and Conditions of MBI Cover

Without restriction to any of the rights that the Insurer may have under the Product General Terms and Conditions applicable to all Services/Cover available under AA Car Care Membership (pages 4 to 8), which shall apply to the MBI, the Insured Customer must comply with the following conditions. If the Insured Customer does not comply with these conditions, the Insurer may, at its option, cancel the policy or refuse to deal with the claim.

1. It is a condition of this policy that the Nominated Vehicle must be serviced in accordance with clause 13, page 21 above during the Period of Cover. If and as requested/applicable, the Insured Customer must produce relevant service/maintenance documents relating to the Nominated Vehicle including its service history (and service handbook), evidence of the last time the cambelt was changed, and the last MOT Certificate at the relevant AA Service Centre or other appropriate repairer (see "How to Claim B. 1. page 23) and/or to the Administrator or Insurer.

Important note: It is the responsibility of the Insured Customer to ensure that the cambelt has been changed in accordance with the relevant Manufacturer's recommendations and this may well require attention before the service is due or after the service has been undertaken. Any checking or replacement of a cambelt, whether during the Period of Cover or otherwise, is at the Insured Customer's sole expense.

If the Manufacturer's recommendation is that the cambelt should have been changed prior to purchase of this policy and the Insured Customer has no written evidence (the relevant invoice/service report) that this has been done, then it is recommended that the cambelt is replaced immediately.

Where the Nominated Vehicle's cambelt fails, the claim will be rejected if the Insured Customer cannot produce written confirmation/evidence that relevant Manufacturer's cambelt replacement recommendations have been met.

2. No repairs may start until authorised by the Claims Department. The Insurer is under no obligation to pay for any work carried out prior to such authorisation.
3. The Insurer reserves the right to examine the Nominated Vehicle and subject the parts or components which have been replaced, or require replacement, to expert assessment and therefore the Insured Customer should retain, or arrange for the retention of (at the Insured Customer's sole expense) the relevant parts or components until such time as the relevant claim is paid.
4. Any exploratory dismantling charges will only be paid for as part of a valid claim. It is the Insured Customer's responsibility to authorise dismantling and to pay the charges if the dismantling proves that the failure is not the responsibility of the Insurer.
5. This agreement shall be governed by and construed in all aspects in accordance with the laws of England, and each party hereby submits to the non-exclusive jurisdiction of the English Courts.
6. The Insurers are entitled at their own expense to take proceedings in the Insured Customer's name to recover any payment made under this policy when the Insurer considers that there are rights of recovery against other parties and the Insured Customer must assist when reasonably required to do so. The Insured Customer must not make any payment or admission of liability without the Insurer's consent and the Insurer is entitled to take over and conduct in the Insured Customer's name any negotiations or legal action in connection with a claim under this policy.
7. Where the Insured Customer acts as a consumer, this policy is in addition to the Insured Customer's consumer rights in law.
8. The Insured Customer must not act in a fraudulent manner. If the Insured Customer or anyone acting on behalf of the Insured Customer:
 - make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
 - make a statement in support of a claim knowing the statement to be false in any respect; or
 - submit a document in support of a claim knowing the document to be forged or false in any respect; or
 - make a claim in respect of any loss or damage caused by the Insured Customer's wilful act or with the Insured Customer's connivance.

Then the Insurer:

- shall not pay the claim;
- shall not pay any other claim which has been or will be made under the policy;
- may at the Insurer's option declare the policy void;
- shall be entitled to recover from the Insured Customer the amount of any claim already paid under the policy in relation to the relevant Period of Cover;
- shall not make any return on premium;
- may inform the police of the circumstances surrounding the relevant claim.

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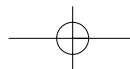
How to Claim

A. When the Insured Customer wishes work to be Undertaken at an AA Service Centre

1. In the event of a mechanical or electrical breakdown or failure of an Insured Part covered by this policy the Insured Customer should arrange to take the Nominated Vehicle to an AA Service Centre (contact details can be obtained, and the vehicle booked in, by calling the AA Car Care Member Helpline on **0845 8500053**). The Insured Customer should produce the relevant AA Car Care membership card and, if requested, some other form of identification.
2. To avoid delay the Insured Customer should also take to, and leave with, the AA Service Centre all available relevant service/maintenance documents relating to the Nominated Vehicle including, as applicable, the service history (and service handbook), the last MOT Certificate and, evidence of the last time the cambelt was changed.
3. Ask the AA Service Centre to diagnose the fault(s) and provide an estimate of the costs of repairs.
4. The AA Service Centre will then contact the AA MBI Claims Department on **0845 6040042** to request authorisation to proceed.
5. The AA MBI Claims Department will check that the required work is within the terms of the policy and, if appropriate, give authorisation to proceed. The Insurer may, and reserves the right to, request and review the relevant service history of the Nominated Vehicle and/or ask an independent engineer to assess the cause of the breakdown and to check the proposed repairs before authorisation is given.
6. Permitted repairs will (subject to validation of claim including, where appropriate, investigation of fault and service history) be authorised over the phone.
7. When MBI repairs are undertaken at AA Service Centres, repair costs which are covered by the policy (less the relevant excess) will be paid direct. Any balance of the repair costs not covered by the policy (including any excess) must be paid by the Insured Customer direct to the relevant AA Service Centre.
8. Work carried out by AA Service Centres is subject to the Terms and Conditions relating to work carried out an AA Service Centre pages 16 to 18.

B. When Work is Undertaken other than at an AA Service Centre

1. Arrange to take the Nominated Vehicle to a bona fide VAT registered dealer.
2. To avoid delay the Insured Customer should produce all available relevant service/maintenance documents relating to the Nominated Vehicle including its service history (and service handbook), the last MOT Certificate and, if applicable, evidence of the last time the cambelt was changed to the relevant repairers, and leave them with the repairer until the vehicle is repaired.
3. Ask the repairer to diagnose the fault(s) and estimate the cost of repairs. The Insured Customer must ensure that the repairer phones the **AA MBI Claims Department on 0845 6040042** for authorisation to proceed **before** any work is carried out. The claims department will need the following information:
 - a. The AA Car Care Membership number
 - b. Vehicle Make, model and registration number
 - c. Invoice reference number/job number
 - d. Current mileage
 - e. Description and costs of repair; detailing parts and labour charges
 - f. Service history details (see 2 above).
4. The AA MBI Claims Department will check that the required work is within the terms of the policy and, if appropriate, give authorisation to proceed. The Insurer may, and reserves the right to, request and review the relevant service history of the Nominated Vehicle and/or ask an independent engineer to assess the cause of the breakdown and to check the proposed repairs before authorisation is given.
5. Permitted repairs will (subject to validation of claim including, where appropriate, investigation of fault and service history) be authorised over the phone.



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6. Whenever possible, repairers will be told to charge the repair costs which are covered by the policy direct (less the relevant excess which shall be payable direct from the Insured Customer to the relevant repairer). On the rare occasions when this is not possible, the Insured Customer should send the receipted repair invoice displaying the relevant authority number, and other requested documentation, direct to:

**AA MBI Claims Department
AA Warranty Services
Lambert House
Stockport Road
Cheadle
Cheshire SK8 2DY**

so that the repair costs, as covered by the policy (less any relevant excess), can be reimbursed.

7. Any balance of the repair costs not covered by the policy (including any excess) must be paid by the Insured Customer direct to the relevant repairer.

Complaints

1. In the first instance, should the Insured Customer have a dispute over any matter concerning this Insurance, please write to the Administrator:

**Claims and Risk Manager
AA Warranty Services
AA Business Services
Lambert House
Stockport Road
Cheadle
Cheshire SK8 2DY**

2. If the Insured Customer is not satisfied with a decision concerning a claim, the Insured Customer can then refer the complaint directly to the Insurer at:

**Head of Customer Care
AXA Insurance UK plc
Civic Drive
Ipswich IP1 2AN
email customercare@axa-insurance.co.uk
Telephone 01473 205926
Fax 01473 205101**

3. If unhappy with the final decision of the Insurer; the matter can be referred, within six months of the sending of the final decision, to:

**Insurance Division
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone 0845 080 1800**

AA Company Details

The Automobile Association Limited is a permitted insurer under the Financial Services and Markets Act 2000.

The Automobile Association Limited is a Public Limited Company incorporated with limited liability in Jersey, number 73356. Registered Office: 22 Grenville Street, St Helier, Jersey JE4 8PX, Channel Islands.

Head Office: Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD.
Branch registered in England and Wales number BR004875.

