

AA Breakdown Repair Cover for Business

Terms & Conditions Booklet and
Arrangement & Administration Contract

For customers taking out cover on or after
20th August 2012



Welcome to AA Breakdown Repair Cover

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

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

Please refer to the "AA Breakdown Repair Cover Arrangement and Administration Contract" on page 23 which includes important information about the arrangement and administration of your AA Breakdown Repair Cover. The premium due under the policy and the fee for our arranging and administering your cover are detailed in the Fleet Breakdown Cover letter provided to you, and together these amounts make up the total cost of your AA Breakdown Repair Cover.

These Terms and Conditions are valid for Customers who purchase on or after 20th August 2012.

PLEASE NOTE THAT YOUR VEHICLE MUST HAVE BROKEN DOWN AND BEEN ASSISTED UNDER YOUR AA FLEET BREAKDOWN COVER TO BE ABLE TO CLAIM UNDER THIS POLICY.

Please read these Terms and Conditions carefully – if you have any queries, please contact the Claims Department on 0844 209 2518.

For claims please call **0844 209 2518**

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For claims please call **0844 209 2518**

Part 1. AA Breakdown Repair
Cover Policy –
Your Contract with the Insurers

AA BREAKDOWN REPAIR COVER – POLICY SUMMARY

This policy summary provides you with basic details of your AA Breakdown Repair Cover which can help with the costs of parts and labour required after the breakdown of a nominated vehicle.

AA Breakdown Repair Cover is underwritten by Acromas Insurance Company Limited. Please note this is not a statement of the full Terms and Conditions of your cover, which are detailed later in this booklet.

The duration of this cover is to the next renewal or termination of your current AA Fleet Breakdown Cover. You may need to review this cover periodically to ensure it continues to meet your needs.

1. What are the main features/benefits of AA Breakdown Repair Cover?

- Cover is provided for the cost of repair, and/or the cost of replacement of insured parts (see under sections 'Parts Insured under AA Breakdown Repair Cover' and 'Repair inspection, authorisation and contract' further on in this booklet) for the nominated vehicle where such repair or replacement is necessitated by a breakdown of that vehicle due to Mechanical or Electrical Failure.

Please note:

In order for Your AA Breakdown Repair Cover to apply, the nominated vehicle must:

- a) break down as a result of Mechanical or Electrical Failure, and
 - b) as a result, be prevented from continuing its journey safely, and
 - c) have been attended by the AA under Your AA Fleet Breakdown Cover, and
 - d) need the repair or replacement of insured part(s) to enable the journey to be resumed or, if applicable, commenced.
- You can claim up to £500, including VAT and subject to a £35 excess per claim. If garage repairs are required, the hourly labour rate will be paid at the standard rate charged by the garage, up to a maximum of £85 per hour (excluding VAT).
 - You can make up to 4 Paid Claims per vehicle, per year.

2. Are there any significant exclusions or limitations to my AA Breakdown Repair Cover?

Full details of the restrictions which apply to AA Breakdown Repair Cover can be found in the section 'Your contract with the insurers', however the key restrictions are:

Commencement of Cover (see page 12):

- Cover commences 14 days after your policy start date (you cannot claim for a breakdown occurrence before day 15).

Vehicles which can be covered by AA Breakdown Repair Cover (see page 13):

- Cover is available for a vehicle which has been nominated with the Insurer and which is eligible for breakdown assistance cover under Your AA Fleet Breakdown Cover excluding motor caravans, kit cars, taxis, private hire vehicles, minibuses, motorcycles, any vehicles used for hire or reward, any vehicles used in the provision of courier services and any caravans or other trailers.

Please note year of manufacture as confirmed by the Drivers and Vehicle Licensing Agency (DVLA), will be used to determine the age of all vehicles.

Please see the terms and conditions of Your AA Fleet Breakdown Cover, under 'Vehicle Specifications', for details of vehicle eligibility under AA Fleet Breakdown Cover, which include, but are not limited to a maximum gross vehicle weight limit of 3.5 tonnes.

For claims please call **0844 209 2518**

Multi Vehicle Fleets (see page 14):

- Where more than one vehicle is covered all vehicles must be nominated:
 - a) within 30 days of the relevant policy start date;
 - b) for a vehicle purchased after the policy start date, within 30 days of the relevant vehicle purchase date.

Please note that if a vehicle is nominated after the policy start date You will not be able to make a claim in relation to a breakdown which occurs within 14 days of the date You have nominated the new vehicle. You can only claim for a breakdown which occurs on or after day 15 from the date You nominated the vehicle for cover.

Vehicle servicing obligations (see page 17):

- For the duration of cover the nominated vehicle(s) must be serviced in accordance with the manufacturer's recommendations (including service intervals). Service and mileage records for vehicles are taken from the date the vehicle was first nominated for AA Breakdown Repair Cover. Only service invoices will be accepted as proof of servicing and such invoices may be required by the Claims Department at the time claims are made. Servicing must be carried out by a suitable garage business or in-house workshop staffed by qualified mechanics.

Where cover is available (see page 17):

- AA Breakdown Repair Cover is not available in the Channel Islands or Isle of Man.

Repair inspection, authorisation and contract (see page 17):

- If your nominated vehicle is not repaired at the time of the breakdown, you must arrange for it to be taken, without delay, to a VAT registered garage;
- Repairs should not start until the Claims Department has agreed and has confirmed with the repairer, and issued an Authorisation Number that the relevant repairs are covered under your AA Breakdown Repair Cover.

If you change or add a vehicle (see page 19):

- You must let the Insurer know if you change or add a vehicle to your AA Fleet Breakdown Cover. You will not be able to make a claim in relation to a breakdown which occurs within 14 days after you have notified the change to the Insurer (which means you can only claim for a breakdown which occurs on or after day 15 from the notification of a vehicle change).

3. What if I want to cancel my AA Breakdown Repair Cover?

You have the right to cancel this cover within 14 days from your receipt of your policy documentation (the cooling off period). You will be entitled to a full refund of your total payment if you cancel during the cooling off period before your cover commences. If you cancel during the cooling off period, but on or after your cover commences, and no claim has been made, you will be entitled to a full refund of your total payment. If a claim has been made during this period then you will be entitled to a full refund of your total payment but you will need to reimburse the Insurer with the full amount of the claim. You should, if requested, promptly return any proof of entitlement provided and must not, in any event make further claims under the cancelled cover.

4. Practical advice: How to make a claim

Following attendance under your AA Fleet Breakdown Cover, if the nominated vehicle requires the repair or replacement of insured part(s), the repairer must call the Claims helpline on 0844 209 2518, to obtain confirmation of cover and authorisation before repairs are started.

For claims please call **0844 209 2518**

5. What if I want to make a complaint?

If you have a query or complaint about, or wish to make an appeal regarding a claim under your AA Breakdown Repair Cover, please contact Business Support in writing:

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

by phone: 0870 608 0277

or by email: fleetcustomers@theAA.com

Your complaint will either be acknowledged within 5 working days of receipt, or you will be offered a final response if investigations have been concluded within this period.

If your complaint is acknowledged, you will be advised who is dealing with it and when you should expect a response. A full response should be provided within 8 weeks. However, if a final response cannot be provided within this period you will be contacted before this time to advise why a final response has not been offered and how long the investigations are expected to take.

If you remain unhappy with the final response, or a final response has not been provided within 8 weeks of your complaint, you may refer your complaint to the Financial Ombudsman Service for help and advice:

The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR.

Telephone: 0800 023 4567 or 0300 123 9 123

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

Important: This complaints procedure does not affect your statutory rights.

6. Are we covered by the Financial Services Compensation Scheme (FSCS)?

The Insurer is covered by the FSCS. You may be entitled to compensation from the scheme if the insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.

AA BREAKDOWN REPAIR COVER POLICY – YOUR CONTRACT WITH THE INSURERS

Compliments and complaints

Step 1

If you break down, you must call for AA assistance under your AA Fleet Breakdown Cover on 0800 420 420 in order for any subsequent related claim under AA Breakdown Repair Cover to be considered.

If you are unsure what to do at any stage call the AA Breakdown Repair Cover Claims Helpline on 0844 209 2518.

Step 2

Where appropriate, and provided assistance is available under your AA Fleet Breakdown Cover, the AA will attempt to fix the vehicle and the parts required to fix it will be paid for in accordance with the Terms and Conditions of the Breakdown Repair Cover policy (so long as they are eligible insured parts).

For claims please call **0844 209 2518**

Step 3

If the AA cannot fix the vehicle you must arrange for it to be taken, without delay, to a VAT registered garage of your choice.

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

If the selected garage is part of the Breakdown Repair Cover Garage Network, you will only be required to pay the policy excess of £35 for insured repairs up to the claim limit. Any repairs that are not insured or are over the claim limit, will be carried out at the same rates agreed for AA approved repairs.

If you require the AA to assist with the recovery of your vehicle, any recovery will be provided in line with your AA Fleet Breakdown Cover entitlement.

Please note that if the vehicle continues to be driven after a fault has developed and this causes further damage or loss, that damage or loss will not be covered under AA Breakdown Repair Cover. See 'Specific Exclusions', clause 10 on page 13 for further details.

Note: VAT will not be reimbursed if You are VAT registered.

Step 4

The garage should, with your agreement, assess the repair and agree with you what work is required to repair the defect which led to the breakdown of the nominated vehicle. Once agreed, you or your driver should ask the garage to contact the Claims Helpline on your behalf on 0844 209 2518 to provide details of the required repair and obtain a claims authorisation number before starting work. Repairs carried out before an authorisation number is obtained will not be covered under your policy.

At that time the Claims Department will need:

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

Step 5

The Claims Department will consider your claim and, where appropriate, confirm that the repair is covered under the terms of your AA Breakdown Repair Cover. Agreed costs will be settled directly with the garage on completion of the repair. If the garage is not part of the Breakdown Repair Cover Garage Network and will not accept payment on this basis, you or your driver will need to pay for the repair and send the fully itemised invoice, displaying the AA authority number provided to the Claims Department for reimbursement.

Claims should be sent to the following address:

**AA Claims Services,
Lambert House,
Stockport Road,
Cheadle, Cheshire SK8 2DY**

Please note that reimbursement usually takes up to 21 days from receipt of the invoice.

In most cases the Claims Department should be able to confirm immediately which, if any, of the repairs reported fall within the scope of AA Breakdown Repair Cover. However, in some circumstances the Insurer may appoint an independent engineer to inspect the vehicle to help the Insurer to decide whether the claim falls within your AA Breakdown Repair Cover.

Please note: The limit of cover is £500 (including VAT and subject to a £35 excess) per claim.

If garage repairs are carried out by a garage that is not part of the Breakdown Repair Cover Garage Network, the hourly labour rate will be paid at the standard rate charged by the garage, up to a maximum of £85 per hour (excluding VAT).

For claims please call **0844 209 2518**

You can make up to 4 claims per vehicle, per period of cover. Cover is only valid where you are entitled to breakdown assistance under a relevant AA Fleet Breakdown Cover (see under 'What AA Breakdown Repair Cover provides' on page 17 for further details).

If a claim has been paid and it is subsequently found that You have not paid for Your AA Breakdown Repair Cover for the period in which the claim occurred, the Insurer will be entitled to charge you for the full amount of the claim.

For claims please call **0844 209 2518**

DEFINITION OF WORDS AND PHRASES USED IN THIS POLICY

'AA' means The Automobile Association Limited or, where appropriate, its agents.

'Claims Department' means the AA Claims Services, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY.

'Insurer' means Acromas Insurance Company Limited (AICL).

'Mechanical or Electrical Failure' means the sudden and unforeseen breaking or burning out (electrical) of any insured parts.

'Multi-vehicle Fleets' means cover for all vehicles operated by You and listed in Your joining or renewal letter a being included in Your AA Fleet Breakdown Cover.

Where the context requires any reference to the 'vehicle', 'car' or 'nominated vehicle' this should be read to refer to the plural where more than one vehicle is covered.

'Paid Claim' means a claim authorised by the Claims Department in respect of repair costs relating to the primary cause of a breakdown attended by the AA under Your AA Fleet Breakdown Cover.

'Wear and Tear' means the loss of a component's ability to function exactly as it was designed to do by the manufacturer due solely to time and mileage in operation.

'You/Your' means the insured customer, i.e. the person who bought or was given this cover.

For claims please call **0844 209 2518**

What AA Breakdown Repair Cover provides:

AA Breakdown Repair Cover is provided by the Insurer.

This policy helps cover the cost of repair work (parts and labour) following the breakdown of the nominated vehicle when it is attended to under Your AA Fleet Breakdown Cover. Separate Terms and Conditions apply to AA Fleet Breakdown Cover and are available on request.

Cover can be added to Your AA Fleet Breakdown Cover to cover nominated vehicles, provided that vehicles are eligible for cover and the appropriate premium has been paid (see under the heading 'Vehicles which can be covered under AA Breakdown Repair Cover', on page 17).

Cover is provided for the cost of repair and/or the cost of replacement of insured parts for the nominated vehicle necessary as a direct result of a breakdown of that vehicle due to Mechanical or Electrical Failure. Only the cost of parts and labour directly attributed to the cause of the failure are covered. Costs for additional unrelated repair work are not covered.

Please note:

In order for Your AA Breakdown Repair Cover to apply, the nominated vehicle must:

- a) break down as a result of Mechanical or Electrical Failure, and
- b) as a result, be prevented from continuing its journey safely, and
- c) have been attended by the AA under Your AA Fleet Breakdown Cover, and
- d) need the repair or replacement of insured part(s) to enable the journey to be resumed or, if applicable, commenced.

See under 'Parts insured under AA Breakdown Repair Cover' on page 14 for details of insured parts (including position in relation to warning lights which may appear to indicate a fault with an insured part) and "Repair inspection, authorisation and contract" on page 17 for details of how costs for insured parts and labour are assessed.

Important: You should read this booklet, in particular the 'Specific Exclusions' and 'Other Terms and Conditions of AA Breakdown Repair Cover' sections, in conjunction with the Terms & Conditions of Your AA Fleet Breakdown Cover.

Commencement of Cover

Cover commences 14 days after Your agreed policy start date (this means that You cannot claim under your AA Breakdown Repair Cover for a breakdown which occurs before day 15) whether You are a new or existing AA Customer.

In addition, cover will only apply following receipt of Your payment for the policy. If payment is not received, the policy will be cancelled immediately and the Insurer will not consider nor pay any claims. Please also see under the heading 'If You change Your vehicle' on page 19.

Period of Cover

Cover runs until the next renewal (or termination) of Your AA Fleet Breakdown Cover, subject to the cancellation rights set out under the heading 'Cancellation of AA Breakdown Repair Cover' on page 18.

Claim Limit

This cover is limited to:

- a claim limit of £500 (including VAT) per Paid Claim, subject to £35 excess. If garage repairs are required, the hourly labour rate will be paid at the standard rate charged by the garage, up to a maximum of £85 per hour (excluding VAT);
- a maximum amount payable per claim of £465.00;
- one Paid Claim per breakdown; and
- a maximum of four Paid Claims per vehicle, per period of cover.

For claims please call **0844 209 2518**

Vehicles which can be covered under AA Breakdown Repair Cover:

Cover is available for vehicles which have been nominated with the Insurer and which are eligible for breakdown assistance cover under Your AA Fleet Breakdown Cover* excluding motor caravans, kit cars, taxis, private hire vehicles, minibuses, motorcycles, any vehicles used for hire or reward, any vehicles used in the provision of courier services and any caravan or other trailers.

Please note that the year of manufacture, as confirmed by the Drivers and Vehicles Licensing Agency (DVLA), will be used to determine the age of all vehicles.

*Please see the Terms and Conditions of Your AA Fleet Breakdown Cover, under 'Vehicle Specifications', for details of vehicle eligibility for AA Fleet Breakdown Cover, which include, but are not limited to a maximum gross vehicle weight limit of 3.5 tonnes.

Multi-vehicle Fleets

Where multiple vehicles are covered all vehicles must be nominated:

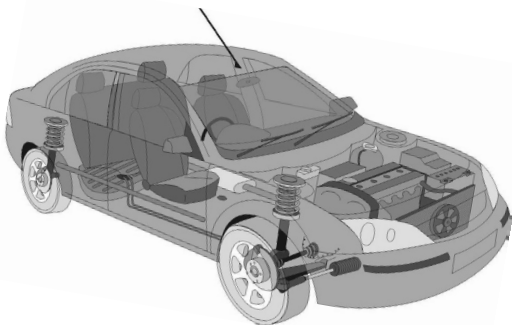
- a) within 30 days of the relevant policy start date;
- b) for a vehicle purchased after the policy start date, within 30 days of the relevant vehicle purchase date.

Please note that if a vehicle is nominated after the policy start date You will not be able to make a claim in relation to a breakdown which occurs within 14 days of the date You have nominated the new vehicle. You can only claim for a break down which occurs on or after day 15 from the date You nominated the vehicle for cover.

For claims please call **0844 209 2518**

Parts insured under AA Breakdown Repair Cover

Subject to the limits detailed and the Terms and Conditions of cover, AA Breakdown Repair Cover provides for the cost of repair or replacement of the following insured parts:



1 The Engine

All parts are covered **other than** exhaust systems or failure due to blockages within the oil system.

2 Engine Cooling System

All parts are covered, **other than** in the case of damage or failure due to freezing, corrosion, erosion and blockage.

3 Fuel System

All parts are covered, **other than** diesel particulate filters. There is no cover for damage or failure due to incorrect or contaminated fuel, internal blockage, adjustments and failure to meet current emission legislation.

4 Clutch

All parts are covered **other than** worn-out friction surfaces.

5 Gearbox

All parts are covered.

6 Differential and Drive Line

All parts are covered.

7 Steering

All parts are covered **other than** steering locks, ignition locks and barrels.

8 Suspension

All parts are covered **other than** wheels and tyres.

9 Braking System

All parts are covered **other than** brake discs, pads, drums and shoes.

10 Electrical System

All parts are covered including vehicle starter batteries **other than** sunroof motors and mechanisms, folding roof motors and mechanisms, window mechanisms (electrical and mechanical), door lock mechanisms (electrical and mechanical), ignition lock and barrel, lamps, bulbs, faulty connections, speedometer and odometer.

Other Insured Parts are:

Front windscreen wiper linkages.

Housings and Casings

These are covered provided they are damaged by the failure of an insured part.

Other parts that are not covered:

All body parts, roof frames, glass, non-glass windows, paint, upholstery, folding roof fabric, trim, and cosmetic finishes; Any air conditioning components; Any equipment that is not fitted as standard by the manufacturer at the time of production.

Important note –

Consumables: The cost of replacing consumables such as oils, filters, and antifreeze, is only included when the relevant consumable is replaced as part of a repair that is carried out, the cost of which forms part of a valid claim and where replacement is requested at the time authorisation is sought.

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

The 'Specific Exclusions' section continues on page 15.

For claims please call **0844 209 2518**

Specific Exclusions:

Cover does not include the following:

1. the first £35 of each claim. This is the excess which must be paid for each claim;
2. claims in relation to a breakdown which occurs within 14 days of Your agreed policy start date or within 14 days after You have notified the Insurer of a change of vehicle, or an additional vehicle;
3. any garage labour costs over £85 per hour
4. the VAT content of any claim where You are VAT registered;
5. Mechanical or Electrical defects occurring prior to the purchase of this cover;
6. defects You knew or ought reasonably to have known about prior to the commencement of the journey on which the Mechanical or Electrical Failure occurred;
7. any defects reported to or by the AA patrol, or AA appointed garage agent, that are not connected to the initial cause of breakdown;
8. modifications and/or alterations to manufacturer's original specification;
9. any other defects identified by Your repairing garage not connected to the initial cause of the breakdown;
10. any defects due to the poor maintenance of the vehicle, including cambelt failure and any consequential damage, when it cannot be established that the belt has been changed in accordance with the manufacturer's recommendations;
11. repairs to the nominated Vehicle if it is unroadworthy or otherwise unlawful to use on a public road;
12. repairs if the nominated Vehicle is calculated to be beyond commercial economic repair. This will be calculated using the Car Auction Price (CAP) Retail Guide;
13. any defects referred to a garage prior to AA attendance under Your AA Fleet Breakdown Cover;
14. Wear and Tear, unless it has caused an insured part to suffer a Mechanical or Electrical Failure;
15. Exhaust systems, diesel particulate filters, fuel gauge, steering locks, ignition locks and barrels, wheels, tyres, brake discs, pads, drums and shoes, sun roof motors and mechanisms folding roof motors and mechanisms (electrical and mechanical), door lock mechanisms (electrical and mechanical), lamps, bulbs, faulty connections, speedometer and odometer, all body parts, roof frames, glass, non-glass windows, paint, upholstery, folding roof fabric, trim, and cosmetic finishes; Any air conditioning components; Any equipment that is not fitted as standard by the manufacturer at the time of production;
16. damage to a non-insured part resulting from the Mechanical or Electrical Failure of an insured part;
17. repairs required due to incorrect or contaminated fuel;
18. routine adjustments, phasing and calibration, internal blockage of fuel systems by contamination and failure to meet current emission legislation;
19. any loss where the odometer has been tampered with, altered or disconnected or failed;
20. cover against the cost of any replacement vehicle hired following a breakdown (cover may be available under Your AA Fleet Breakdown Cover if the relevant benefit is held);
21. the cost of repairing faults or damage caused by road traffic accidents, frost, freezing, corrosion, erosion, blockage, water ingress, theft or vandalism;
22. defects or damage to the extent that these result from the use of the vehicle in any sort of competition, rally or racing of any kind;

For claims please call **0844 209 2518**

23. any liability for bodily injury, death, or damage to other persons or other property or any unforeseen loss of whatsoever nature whether arising directly or indirectly from an incident giving rise to a claim under this cover or otherwise;
24. any loss or damage due to any type of fraud, misuse or act or omission by You which is wilful, unlawful or negligent, including any loss or damage caused by continuing to drive the nominated vehicle after a fault has developed;
25. damage recoverable under any other warranty or insurance; and the cost of repairs relating to damage caused by You or someone else not authorised to carry out a repair;
26. the cost of repairs needed because of design or fault in manufacture; and
27. accidental damage.

Please also refer to 'Parts insured under AA Breakdown Repair Cover' on page 14 for further details on excluded parts and the position with consumables.

For claims please call **0844 209 2518**

OTHER TERMS & CONDITIONS OF AA BREAKDOWN REPAIR COVER

Vehicle servicing obligations

1. For the duration of cover the nominated vehicle must be serviced in accordance with the manufacturer's recommendations (including as to service intervals). Service and mileage records are taken from the date the vehicle was first nominated for AA Breakdown Repair Cover. If You nominate a vehicle for cover (first nomination), then change the vehicle You wish to cover under AA Breakdown Repair Cover, and then renominate the original vehicle for cover at a later date (second nomination), provided it is still eligible, the service records will be required from the vehicle's first nomination for cover. Only service invoices will be accepted as proof of servicing and such invoices may be required by the Claims Department at the time claims are made. Servicing must be carried out by a suitable garage business or in-house workshop staffed by qualified mechanics. It is your responsibility to find out the nominated vehicle's servicing requirements and to adhere to them.

Where cover is available

2. The nominated vehicle is only covered for breakdowns occurring in the UK. Cover is not available in the Isle of Man or the Channel Islands.

Recovery limited to that available under Your AA Fleet Breakdown Cover

3. If the AA cannot fix the vehicle following a call for assistance, recovery to a garage will only be available in accordance with Your AA Fleet Breakdown Cover entitlement: there is no separate/additional recovery entitlement under AA Breakdown Repair Cover.

Repair inspection, authorisation and contract

4. If Your nominated vehicle is not repaired at the time of breakdown, you must arrange for it to be taken, without delay, to a VAT registered garage.
5. Repairs should not start until the Claims Department has agreed and has confirmed with the repairer, that the relevant repairs are covered under Your AA Breakdown Repair Cover, and issued an Authorisation Number. Any repairs carried out without an authorisation number will not be covered under Your policy.
6. The fact that the AA has dispatched a Patrol or agent does not necessarily mean that the repair will be covered by AA Breakdown Repair Cover; this will be assessed by the Claims Department. Claims will be assessed in line with Manufacturer or Motor Industry standard repair times and retail price guides. The Insurer reserves the right to fit replacement parts which have not been made by the vehicle's manufacturer but are of a similar standard.
7. If Your vehicle requires recovery to a garage (in line with Your AA Fleet Breakdown Cover entitlement), the choice of repairer is Yours (subject to their being VAT registered). If the selected garage is part of the Breakdown Repair Cover Garage Network, you will only be required to pay the policy excess of £35 for insured repairs up to the claim limit. Any repairs that are not insured or are over the claim limit, will be carried out at the same rates agreed for AA approved repairs.

Any repairer appointed, whether direct by You, or on Your behalf, will carry out repair work to Your instruction and the contract for repair will be between You and the relevant repairer.

For claims please call **0844 209 2518**

- Any exploratory dismantling charges will only be paid for as part of a valid claim. It is Your responsibility to agree dismantling with Your chosen repairer and to pay their charges if, after dismantling, it is reasonably apparent that any defect found is not covered under AA Breakdown Repair Cover (see under heading 'Parts insured under AA Breakdown Repair Cover' on page 14 and 'Specific Exclusions' on page 15 for details on excluded parts and the position with consumables).
- You will be liable for the cost of parts and labour if the repair is made to a vehicle other than the one nominated under AA Breakdown Repair Cover.

Only one Breakdown Repair Cover policy per Fleet Breakdown Cover

- You can only hold one AA Breakdown Repair Cover per AA Fleet Breakdown Cover.

Interpretation: English language and the law

- This cover is in addition to Your consumer rights in law and the parties to this policy are free to choose the law applicable to it. Without agreement to the contrary the law of England and Wales will apply. If You live in Scotland or Northern Ireland, You will be entitled to commence legal proceeding in Your local courts. The EEA State for the purpose of this policy is the United Kingdom. The Terms and Conditions of this policy are written in English and all correspondence entered into shall be in English.

Renewal / Changes

- You will be contacted before Your cover ends and advised of any changes to price and cover if You are offered the chance to renew Your cover. This may include renewing Your cover with a different underwriter or notifying You of a future change if the underwriter of AA Breakdown Repair Cover has changed for new policies for any reason. The 14 day exclusion will not apply in future years where cover is continuous (except for change of vehicle, see under heading 'If You change Your vehicle' on page 19).

Cancellation of AA Breakdown Repair Cover

- Your Right to Cancel:** You have the right to cancel this cover within 14 days from Your receipt of Your policy documentation (the 'cooling off' period). You will be entitled to a full refund of Your total payment if You cancel during the cooling off period before Your cover commences (see 'Commencement of Cover' on page 19). If You cancel during the cooling off period, but on or after Your cover commences, and no claim has been made, You will be entitled to a full refund of Your total payment. If a claim has been made during this period then You will be entitled to full refund of Your total payment but You will need to reimburse the Insurer with the full amount of the claim.

You should, if requested, promptly return any proof of entitlement provided and must not, in any event make any further claims under the cancelled cover.

If You wish to cancel after the cooling off period has expired, and subject to any other statutory rights You may have, the Insurer will not be obliged to give refunds for any un-expired portion of cover.

For the avoidance of doubt, there will be no separate or additional cooling off period(s) following, or in relation to, any change(s) made or requested during Your cover, for example, but not limited to, any change to the nominated vehicle.

Please note: You cannot suspend Your AA Breakdown Repair Cover.

For claims please call **0844 209 2518**

Insurer's right to cancel

14. Cover may be cancelled by the Insurer if:
- You have given false information; or
 - The nominated vehicle is not eligible for cover; or
 - You do not make a payment; or
 - The AA and/or Insurer are not reasonably able to find parts or facilities to repair Your vehicle.

If Your cover is cancelled because parts or facilities are not available to repair Your nominated vehicle, You may be entitled to a refund based on how long is left of Your cover, provided no claims have been made.

Your drivers

15. Any person entitled to request assistance from the AA under Your AA Fleet Breakdown Cover may make a claim on Your behalf following a break down in the vehicle.

If You change or add a vehicle

16. You must let the Insurer know if You change a nominated vehicle or wish to add a vehicle.
- Please call **0800 551188** to update your details. You will not be able to make a claim in relation to a break down which occurs within 14 days after You have notified the change to the Insurer (which means You can only claim for a breakdown which occurs on or after day 15 from the notification of a vehicle change).
- Cover can only be transferred to a vehicle which is eligible for AA Breakdown Repair Cover.

Sale and re-registration of a nominated vehicle

17. Cover cannot be transferred on the sale of a nominated vehicle to a new owner. In addition, the Insurer reserves the right not to re-register any vehicle that has been previously nominated by You under this cover.

Service Control – Usage levels

18. Where You have been required to pay an additional premium for Roadside Assistance under the Service Control provisions of Your AA Fleet Breakdown Cover this AA Breakdown Repair Cover Policy may still be valid. If the AA has refused to provide You with breakdown assistance for any reason, this will also apply to Your AA Breakdown Repair Cover Policy.

Fraud Prevention

19. The Insurer will not pay any claim that You or anyone acting for You, knowingly makes under the policy:
- that is found to be false, fraudulently inflated or supported by false documents; or
 - where loss or damage is caused by Your or their wilful act or connivance; or
 - having failed to disclose or knowingly withheld any relevant information; or
 - having obtained services or goods dishonestly; or
 - having conspired with another to make a false report.

These claims will be investigated and may be prosecuted by the Insurer. Details will be passed to the police and fraud prevention agencies. Any claim considered to be fraudulent will not be met and all cover under the policy will be forfeited.

For claims please call **0844 209 2518**

Autorenewal

20. If You have chosen to pay for Your AA Breakdown Repair Cover by Direct Debit or Continuous Credit Card payments, Your cover will be automatically renewed at the end of each year. You will be sent a written reminder at or before Your renewal date to advise You of the amount due. If You do not want Your cover to renew on this basis You should call 0800 551188 at least 7 days prior to renewal.

Surrender Value

21. When Your cover under this policy ends it will not have a cash or surrender value.

Use of headings

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

For claims please call **0844 209 2518**

Complaints Process

If You have a query or complaint about, or wish to make an appeal regarding a claim under, Your AA Breakdown Repair Cover, please contact Business Support in writing:

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

by phone: 0800 551188

or by email: fleetcustomers@theAA.com

Your complaint will either be acknowledged within 5 working days of receipt, or you will be offered a final response if investigations have been concluded within this period.

If your complaint is acknowledged, you will be advised who is dealing with it and when you should expect a response. A full response should be provided within 8 weeks. However, if a final response cannot be provided within this period you will be contacted before this time to advise why a final response has not been offered and how long the investigations are expected to take.

If you remain unhappy with the final response, or a final response has not been provided within 8 weeks of your complaint, you may refer your complaint to the Financial Ombudsman Service for help and advice:

The Financial Ombudsman Service
South Quay Plaza,
183 Marsh Wall,
London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9 123

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

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

Important: This appeals procedure does not affect Your statutory rights.

Financial Services Compensation Scheme (FSCS)

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

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

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

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

For claims please call **0844 209 2518**

FREQUENTLY ASKED QUESTIONS

Do I have to keep my car regularly serviced?

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

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

Can I claim straightaway?

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

If You change Your vehicle You will also not be able to claim for 14 days after notifying the change so do ensure that You notify us promptly when You purchase a replacement vehicle to ensure that the new vehicle is covered as soon as possible.

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

You can easily update Your cover to cover Your replacement vehicle (please check eligibility requirements for you new vehicle under 'Vehicles which can be covered under AA Breakdown Repair Cover' on page 13). All You need to do is call us on 0800 551188.

You will not be able to make a claim in relation to a breakdown occurring within 14 days of the date on which You notify the vehicle change (see section headed 'If You change or add a vehicle' page 19).

Multi-vehicle Fleets - Do I have to register all my vehicles?

You must register all vehicles within 30 days of the policy purchase date, or of the vehicle purchase date where the vehicle is purchased after the policy start date. Claims for vehicles which have not been registered will be rejected.

Please note: You will only be able to claim for a breakdown which occurs on or after day 15 from the date you register the vehicle for cover.

Who can I talk to if I still have questions?

If You have any further queries then please call us on 0800 551188.

For claims please call **0844 209 2518**

Part 2. AA Breakdown
Repair Cover Arrangement &
Administration Contract – Your
contract with AAIS

AA BREAKDOWN REPAIR COVER ARRANGEMENT & ADMINISTRATION CONTRACT – YOUR CONTRACT WITH AUTOMOBILE ASSOCIATION INSURANCE SERVICES LIMITED

Set out below are the Terms and Conditions of your contract with us, Automobile Association Insurance Services Limited (AAIS), regarding our arrangement and administration of your AA Breakdown Repair Cover Policy. Please note that some sales are not arranged through AAIS and if this applies to your cover, you will be issued with a separate document identifying the company which arranged your cover, and giving the required information about that company. The minimum duration of your arrangement and administration contract with AAIS is the duration of your AA Breakdown Repair Cover Policy and your contract with AAIS will terminate simultaneously with the termination of the related AA Breakdown Repair Cover Policy (whatever the reason for such termination).

1. Who regulates AAIS?

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

2. Which companies does AAIS deal with?

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

3. What services does AAIS provide?

AAIS provides the following services to you:

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

For claims please call **0844 209 2518**

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

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

5. Changes to Terms & Conditions

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

6. Matters outside AAIS's reasonable control

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

7. Exclusion of liability for loss of profit etc

AAIS shall not, in any event, and to the extent permitted by law, have any responsibility for (a) any increased costs or expenses; (b) any loss of (i) profit (ii) business (iii) contracts (iv) revenue or (v) anticipated savings; or (c) for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise. For the avoidance of doubt, nothing in this clause or these Terms & Conditions shall exclude or restrict AAIS's liability for negligence resulting in death or personal injury.

8. Third parties

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

9. Interpretation: Use of English Law and Language

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

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

If you wish to register a compliment or complaint about the services you have received from AAIS under this AA Breakdown Repair Cover Arrangement and Administration Contract please contact Business Support by phone: 0800 551188 or in writing to: Business Support, AA Business Services, Swallowfield One, Wolverhampton Road, Oldbury, West Midlands B69 2AG, or by email: fleetcustomers@theAA.com.

If you remain dissatisfied with the final response to a complaint, You may also be able to contact the Financial Ombudsman Service for help and advice.

For claims please call **0844 209 2518**

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

AAIS is covered by the FSCS. You may be entitled to compensation from the scheme if AAIS cannot meet its obligations in arranging AA Breakdown Repair Cover. General insurance provided by a regulated insurer such as AICL is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.

12. Use of headings

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

For claims please call **0844 209 2518**

AA COMPANY DETAILS

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

Automobile Association Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA). Head Office: Fanum House, Basingstoke, Hampshire RG21 4EA.
Registered in England and Wales number 2414212.

For claims please call **0844 209 2518**

Your responsibilities

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



that your nominated vehicles comply with the eligibility requirements under the section **“Vehicles which can be covered under AA Breakdown Repair Cover”**, and



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

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

Ensure that you inform us if you change your vehicles. You will need to provide registration numbers, make, model, mileage and date of first registration when you call on 0800 55 11 88 to make the change.

If you have purchased cover for more than one vehicle please remember to register all of your vehicles. Failure to do so may affect your ability to make a claim under the policy.

When you break down call the AA on
0800 420 420

Claims Helpline
0844 209 2518

Queries or Changing Your Vehicle
0800 55 11 88