

# FlexPlus Current Account

UK & European Breakdown Assistance Policy  
Terms & Conditions Booklet

1 March 2022

**Important information: Please read and retain**



Building Society

# Welcome to your UK & European Breakdown Assistance policy document

Within this document you will find key information to help you understand everything that you need to know about your UK & European Breakdown Assistance Policy. Don't forget you can find copies of all your account documentation at [nationwide.co.uk/downloads](https://nationwide.co.uk/downloads)

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# 1. Important Information

## Section A: Introduction

This policy is automatically provided as a benefit of you being a Nationwide FlexPlus current account holder.

Please take a few moments to familiarise yourself with the content of this policy document and then keep it in a safe place for future reference.

You do not need to call to register your cover or vehicle as cover begins immediately upon opening your Nationwide FlexPlus current account.

This policy is split into 2 parts:

- UK Breakdown Assistance policy – page 5
- European Breakdown Cover policy – page 19

**Important: This policy is a benefit under your FlexPlus Nationwide account and does not provide you with the same level of cover as full AA Personal Membership.**

**If you have existing policies that give the same cover elsewhere, you'll need to consider whether you may be paying for duplicate cover.**

## Section B: Status disclosure

Your UK & European Breakdown Assistance Policy is provided by three different insurers:

- Roadside Assistance, At Home and National Recovery are provided by Automobile Association Developments Limited (trading as AA Breakdown Services). Registered office: Fanum House, Basing View, Basingstoke RG21 4EA. Registered in England and Wales Number: 01878835.
- Onward Travel and European Breakdown Cover are underwritten by Acromas Insurance Company Limited. Registered office: 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar).
- Accident Assist is underwritten by AA Underwriting Insurance Company Limited. Registered office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. Registered Number 106606 (Gibraltar).

## Section C: Demands & Needs

This UK & European Breakdown Assistance Policy will meet the demand and needs of persons wishing to ensure they are covered in the event of a breakdown in the UK or Europe.

This policy does not cover all situations and you should read all the terms and conditions of this policy to make sure it meets your specific needs.

Nationwide do not make personal recommendations as to the suitability of the policy to individual circumstances. You are solely responsible for deciding whether the policy is suitable for your needs.

The summary below outlines the main benefits of your cover. Please read the whole document to understand your full cover.

Cover Level	Customer Needs
Roadside Assistance	Customers who need assistance in the event they breakdown more than ¼ mile away from their home address and need recovery to a local repairer
At Home	Customers who need assistance in the event they breakdown at or within ¼ mile of their home address and need recovery to a local repairer
National Recovery	Customers who, if we are unable to repair the vehicle, need their vehicle to be recovered to a single destination of their choice
Onward Travel	Customers who, if we are unable to arrange a prompt local repair, need a hire car or hotel accommodation or public transport costs to continue their journey
Accident Assist	Customers who require help following a motor accident in their car that was not their fault
European Breakdown Service	Customers who need breakdown assistance in Europe

## Section D: Important Contact Details

For Breakdown Assistance in the UK: **0330 159 1959**

Go online at [www.theaa.com](http://www.theaa.com)

Download The AA app (from the Apple Store or Google Play) – for UK breakdowns only

For Breakdown Assistance in Europe: **0044 (0)330 159 1958**

Go online at [www.theaa.com](http://www.theaa.com)

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

Information is available in large print, audio and Braille on request.

Please call **03457 30 20 11** for details.

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

## What to do if you need assistance

Before you call anyone:

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

If you breakdown in Europe, please see the guidance on page 19 on what you should do.

## 2. Your UK Breakdown Assistance Policy

### Section A: If you require Breakdown Assistance in the UK

#### Where cover is available:

UK Breakdown Assistance cover detailed in Section 2 of this Policy only applies to those ordinarily resident in the UK travelling in a vehicle which first becomes stranded in the United Kingdom. Accident Assist cover is only provided for an accident that occurs in England, Wales or mainland Scotland.

#### How to contact the AA:

If you have broken down and require assistance, please:

- Call the AA on **0330 159 1959**.
- Go online at **[www.theaa.com](http://www.theaa.com)**
- Download The AA app (from the Apple Store or Google Play)

**It is important that you contact the AA because if you contact a garage direct you will have to settle the bill and the AA will not be obliged to reimburse you.**

#### What you will need when you contact us:

**If you are the Nationwide FlexPlus current account holder**, we will need to check that you are entitled to service. To confirm your identity, we will ask for a combination of the following details:

- your account number and sort code of your FlexPlus account,
- your name as shown on your account,
- your date of birth,
- your home address,

We will also need to know the make, model and registration number of the vehicle you are travelling in when you call.

**If you are the Nationwide FlexPlus Authorised Driver** who has been given permission by the Nationwide FlexPlus current account holder(s) to use a vehicle that is registered to the account holder(s), we will need the following information in order to provide assistance:

- the full name of the Nationwide FlexPlus current account holder(s), along with their home address, date of birth, and/or their FlexPlus current account sort code and account number.
- your full name,

You should also tell us the make, model and registration number of the vehicle when you call.

## Section B: Definition of words and phrases used in this Policy

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

<b>AA</b>	<ul style="list-style-type: none"><li>• Automobile Association Developments Limited (trading as AA Breakdown Services) for Roadside Assistance, National Recovery and At Home</li><li>• Acromas Insurance Company Limited for Onward Travel and,</li><li>• AA Underwriting Insurance Company Limited for AA Accident Assist</li></ul>
<b>AAIS</b>	Automobile Association Insurance Services Limited.
<b>AA Approved Repairer</b>	a carefully selected repairer by the AA to provide the repair element of the AA Accident Assist service to you.
<b>Breakdown</b>	an event (excluding an accident): a) which causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily brings the vehicle to a halt on a journey because of some malfunction of the vehicle or failure of it to function; and b) after which the journey cannot be commenced or continued safely or without further concern in the relevant vehicle.
<b>Cover Period</b>	the period for as long as you are a FlexPlus account holder
<b>Customer</b>	the person to whom the policy documentation is addressed and who is named as a Nationwide FlexPlus account holder, or who is nominated as an authorised driver by the Nationwide FlexPlus account holder.  To be covered under this policy, you must be a resident of the UK. This means you must spend at least 6 months of any 12 month period in the UK (where the UK is defined as England, Scotland, Wales, Northern Ireland, Channel Islands or the Isle of Man).
<b>Customer's Home Address</b>	the address which the AA has recorded as the home address of the customer at the time of the relevant breakdown or accident.
<b>Non Fault Accident</b>	an accident where the AA considers liability rests with the other person.
<b>Party</b>	the occupants of the vehicle (excluding hitch hikers)
<b>Replacement Hire Car</b>	a comparable car to your car.
<b>You, Your</b>	the FlexPlus account holder(s) and any nominated authorised drivers
<b>Your Vehicle</b>	any vehicle registered in the UK, being driven by or carrying the Nationwide FlexPlus account holder(s) or a vehicle registered in the UK and owned and registered to the account holder(s), which is being used by the authorised driver with the permission of the account holder(s)

## Section C: Services Available

<b>Roadside Assistance</b>	This is the minimum level of cover and provides roadside assistance throughout the UK, 24 hours a day, every day of the year. The AA's number 1 aim is to fix your car, but if it cannot be fixed it will be taken to the AA's choice of relevant local repairer or to a local destination of your choice, provided it is no further. Please refer to page 8 onwards for full details.
<b>At Home</b>	Provides all the benefits of Roadside Assistance at your home address. Please refer to page 9 onwards for full details.
<b>National Recovery</b>	Recovery to a single UK destination of your choice if the AA is unable to fix your car at the roadside following a breakdown. This means you can choose to be taken home, to your destination or anywhere else on the UK mainland, regardless of how far this may be. Please refer to page 10 onwards for full details.
<b>Onward Travel</b>	If you are broken down and the AA cannot arrange a prompt local repair, Onward Travel provides alternative travel options. You could choose from replacement car hire for up to 2 days (a collection and delivery service, or equivalent, is available from chosen suppliers, subject to availability and to supplier's terms and conditions (which includes payment of supplier's fuel charges)); alternative transport costs or overnight accommodation. Please refer to page 10 onwards for full details.
<b>Accident Assist</b>	Accident Assist is available if you have a non-fault accident in your car:- <ol style="list-style-type: none"><li>1. if your vehicle is repairable, the AA will arrange the repairs to your vehicle through a nominated AA Approved Repairer</li><li>2. arrange for a comparable replacement car that meets your needs to be provided for the duration of those repairs.</li></ol> Please refer to page 13 onwards for full details.

## Section D: Vehicle Specifications

Breakdown assistance is only available for cars, light van, campervan, motor caravan, minibus, trailer, motorhomes, vans, minibuses or motorcycles (including quads and trikes) which meet the specifications set out below.

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

- Maximum Vehicle Weight: 3.5 tonnes (3,500kg) gross vehicle weight
- Maximum Vehicle Weight for Motorhomes ONLY: 7.5 tonnes gross vehicle weight
- Maximum Vehicle Width: 8ft 3in (2.55m) which constitutes the overall width of the vehicle bodywork excluding mirrors, measured at the widest points.

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

# Service Descriptions – What is covered and what is not covered

## Section E: Roadside Assistance

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

What is covered	What is not covered
<ul style="list-style-type: none"><li>• Roadside Assistance is available if your vehicle is stranded on the highway more than a quarter of a mile from the FlexPlus customer’s home address following a breakdown;</li><li>• Roadside Assistance is available immediately when you open a Nationwide FlexPlus current account.</li><li>• If, following a breakdown, the AA or its appointed agent cannot fix your vehicle, it, together with the driver and up to a maximum of seven passengers, will be taken to the AA’s choice of local repairer or to a local destination of your choice, provided it is no further than the distance to the repairer.</li><li>• The AA will make a telephone call at your request following a breakdown;</li></ul>	<ul style="list-style-type: none"><li>• Fuel and parts (unless these are carried by the AA or its appointed agent, and in the case of fuel is required to get a vehicle that has run out of fuel to the nearest fuelling point, and/or in the case of parts those that are required to carry out the repair for which assistance was requested and cost £5 or less based on the AA’s retail prices);<ul style="list-style-type: none"><li>- oil;</li><li>- keys;</li><li>- other materials required to repair your vehicle;</li></ul></li><li>• Any supplier delivery service or call-out charges related to these items, and</li><li>• The provision of service on private property without the relevant permission;</li><li>• Storage costs</li></ul>



- Any contract for repair, other than repairs carried out by the AA or its agent under your UK Breakdown Assistance Policy, is between the person requesting the repair and the repairer - it is not the AA's responsibility to instruct the repairer to undertake any work required or to pay them for it. The AA does not guarantee that any recovery to a local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst the AA will endeavour to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed, and the AA does not provide any assurance or warranty with respect to any work carried out at your request by any third-party repairer.

If you and your vehicle are stranded at the roadside following an accident where roadside repair is not possible and the accident is a non-fault accident please refer to the full terms and conditions of AA Accident Assist beginning on page 13.

- Any transport or other costs that you might incur or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany your vehicle while it is being recovered;
- Routine maintenance and running repairs for example but not limited to radios, interior light bulbs, heated rear windows;
- Any recovery or tow following an accident (see General Terms & Conditions, Clause 2, page 18)
- Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by you;
- A second or subsequent recovery, after your vehicle has been recovered following a breakdown;
- All things excluded under General Terms & Conditions (see Section J pages 17-18).

## Section F: At Home

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

What is covered	What is not covered
<ul style="list-style-type: none"> <li>• At Home is available immediately when you open a Nationwide FlexPlus current account;</li> <li>• At Home provides access to the same service as is available under 'Roadside Assistance' following a breakdown or accident at or within a quarter of a mile of your home address.</li> </ul>	<ul style="list-style-type: none"> <li>• All things excluded under 'Roadside Assistance' 'What is not covered' above.</li> </ul>

## Section G: National Recovery (Relay)

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

What is covered	What is not covered
<ul style="list-style-type: none"><li>National Recovery is available immediately when you open a FlexPlus current account;</li><li>National Recovery is available when the AA provides either Roadside Assistance or At Home service and the AA cannot repair your vehicle at the roadside or at your home;</li><li>National Recovery provides recovery of your vehicle, together with the driver and up to a maximum of seven passengers to any single destination of your choice in the UK (see also General Terms &amp; Conditions, Section J, Pages 17-18).</li><li>National Recovery should not be used as a way of avoiding repair costs</li></ul>	<ul style="list-style-type: none"><li>Recovery in cases of mis-fuelling. In such cases service will be restricted to a local tow provided under your Roadside Assistance cover;</li><li>Recovery following a road traffic accident, unless agreed by you to meet these costs or if making a claim under your insurance policy you agree for the AA to recover this cost from your insurer. See General Terms and Conditions, page 36.</li><li>All things excluded under 'Roadside Assistance' 'What is not covered' on page 8.</li></ul>

### Immediate requirement for National Recovery:

If you take out a FlexPlus Account already requiring National Recovery the AA may be prepared to provide National Recovery assistance for the breakdown concerned at your cost. The cost of this will be notified to you by us at the time of request.

The AA may be prepared to make National Recovery available if you are, or the driver of your vehicle is, unexpectedly taken ill during a journey and no other passenger can drive your vehicle to complete your intended journey. Any compassionate National Recovery assistance is given at the AA's absolute discretion.

## Section H: Onward Travel

Underwritten by Acromas Insurance Company Limited

What is covered	What is not covered
<ul style="list-style-type: none"><li>Onward Travel is available immediately when you open a Nationwide FlexPlus current account;</li><li>Onward Travel is available if your vehicle is immobilised following a breakdown which the AA has attended under Roadside Assistance or At Home and where the AA cannot arrange a local prompt repair;</li><li>FlexPlus Customers with Onward Travel may choose from one of the following; a replacement car; or overnight accommodation; or public transport costs which are described in detail opposite.</li></ul>	<ul style="list-style-type: none"><li>Onward Travel cannot be claimed retrospectively and must be requested at the same time as the request for breakdown assistance is made or such assistance is given and the AA cannot arrange a local prompt repair;</li><li>Onward Travel is not available following an accident or self-induced fault (possible examples of self-induced fault include: mis-fuelling, lost keys or locking keys in your vehicle) (see General Terms &amp; Conditions, Section J, Pages 17-18; the AA may, at their discretion, offer to provide transport to collect lost keys in instances where a spare set is nearby</li></ul>

## Onward travel benefit option A: Replacement Vehicle

What is covered	What is not covered
<ul style="list-style-type: none"> <li>The cost to supply a replacement mid-range saloon or hatchback type car up to 1,600cc (Category D) for up to 2 days, by the AA's chosen supplier, subject to availability.</li> </ul> <p>(If you breakdown within the UK mainland or Northern Ireland, a collection/ delivery service of the replacement vehicle within a 30 mile-radius of the breakdown or your chosen location. You can either be picked up or arrange for the replacement vehicle to be delivered to you within these limits).</p>	<ul style="list-style-type: none"> <li>Additional charges incurred if you keep the replacement vehicle for longer than 2 days; or</li> <li>Fuel costs (including those resulting from pick-up, collection and delivery of the vehicle); or</li> <li>Any ferry, toll or congestion charges incurred in the replacement vehicle; or</li> <li>Any insurance excess charges, or other insurance related charges (see important information below);</li> </ul> <p>Replacement vehicles cannot be supplied with a tow bar and therefore your caravan or trailer will have to, if eligible, be recovered under National Recovery with your vehicle; We cannot provide a like for like replacement for your vehicle (this includes being unable to provide a replacement hybrid or electric vehicle)</p>

**Important Information:** Replacement vehicles are supplied to you by the AA's chosen partners.

The hire agreement will be between you and the relevant supplier and will be subject to that supplier's terms and conditions. This will include but is not limited to

- Production of a full driving licence valid at the time of issue of the hire vehicle;
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months;
- Any applicable endorsements as advised by the replacement vehicle supplier;
- For drivers under the age of 21 provision of a replacement vehicle may be subject to the use of their own insurance, where available, for the duration of the hire period. Any costs incurred in this event will not be covered. If the driver's own insurance cannot cover this alternative transport (see option B below) will be required;
- A valid credit card is required. Alternatively, the supplier will require a deposit of not less than £50 and may also undertake a simple credit check before releasing the vehicle to you;
- A minimum insurance excess of £500, in the case of damage to or theft of the hire vehicle;
- Limitations on the availability and/or engine capacity of the replacement vehicle drivers aged at 18-21 years are restricted to a hatchback type vehicle up to 1,200cc;
- The collection and delivery service limited to a maximum delivery distance of 30 miles. You are responsible for making arrangements for the return of the hire vehicle to the replacement vehicle supplier;
- If the hire vehicle is not taken at the time and receipt of the hire vehicle is delayed at your request and with the AA's agreement, you are responsible for arranging delivery directly with the replacement vehicle supplier. (The AA may be prepared to assist with these arrangements);

- The collection and delivery service (or equivalent) is available from the chosen replacement vehicle supplier, subject to availability, to the replacement vehicle supplier's terms and conditions and to your payment of the replacement vehicle supplier's fuel charges connected with collection and delivery. A minimum of two hours' notice is required by the replacement vehicle suppliers to arrange the delivery of a vehicle, with an additional two hours to deliver;
- If the AA's chosen replacement vehicle supplier refuses hire for any reason, and subject to prior price approval and authorisation from the Onward Travel team who can be contacted by calling **0370 405 0606**, you are entitled to arrange a hire vehicle from another vehicle hire provider. Claims for the reimbursement of costs of such hire should be made in writing and sent together with proof of purchases and receipts to: The AA, Onward Travel Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA.

### Onward Travel Benefit option B: Alternative Transport Costs

What is covered	What is not covered
<ul style="list-style-type: none"> <li>• Costs for alternative transport incurred by you and up to a maximum of seven passengers (see General Terms &amp; Conditions on Section J, Pages 17-18) travelling to a single UK destination that have been agreed at the time of breakdown by the Onward Travel team, who can be contacted by calling <b>0370 405 0606</b>. Claims should be made in writing and sent together with proof of purchases and receipts to: The AA, Onward Travel Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA</li> </ul>	<ul style="list-style-type: none"> <li>• Costs that have not been agreed and authorised by the Onward Travel Team.</li> </ul>

### Onward Travel benefit option C: Overnight Accommodation

What is covered	What is not covered
<ul style="list-style-type: none"> <li>• The AA will arrange and pay directly for one night's bed and breakfast on the day of the breakdown at a hotel of the AA's choice for You and up to a maximum of seven passengers (see General Terms &amp; Conditions, on Section J, Pages 17-18).</li> </ul> <p>The cost for one single standard class rail ticket for any authorised driver to collect the vehicle following repair</p>	<ul style="list-style-type: none"> <li>• Any additional costs incurred during overnight accommodation such as other meals, drinks, telephone calls and newspapers are not included. You must settle these direct with the hotel before leaving.</li> </ul>

## Section I: Accident Assist

Underwritten by AA Underwriting Insurance Company Limited

### IMPORTANT INFORMATION

Accident Assist is designed to help you if you have a motor accident in your car that was not your fault. At our sole discretion the AA can offer you:

- Recovery of your car to one of the AA's approved body repair garages and repair of your car
- Replacement hire car

If you are involved in a non-fault accident the AA can recover your car if it is not mobile or unsafe to drive after an accident. The AA can arrange and manage repairs to your car and there is no excess to be paid. The AA can also arrange a replacement hire car via a hire car company. The AA will pay for these services on your behalf and recover these costs from the at fault driver's insurance company. If you do have an accident, please write down as many details as possible, including the name and address of any people involved in the accident, details of the other vehicles involved in the accident and the details of anyone who may have seen the accident.

You must still inform your insurer of the accident, even if you then choose to use Accident Assist. Accident Assist does not replace your motor insurance policy and is not a substitute for your legal requirement for your vehicle to be insured. Accident Assist does not cover your liabilities to others.

**Accident Assist will be provided to the authorised driver provided they are comprehensively insured for the vehicle they have a non-fault accident in. If they are not comprehensively insured, they will only receive a recovery.**

The following additional definitions are applicable to Accident Assist;

**'Car'** for the purpose of Accident Assist means a car or van (being a vehicle with 4 wheels, designed and constructed for the carriage of passengers with no more than 8 seats in addition to the driver's seat and meets the size & weight specifications in the vehicle specification which the customer is the legal and registered keeper and that has in force a valid motor insurance to the minimum level required under UK law, valid road fund licence (unless exempt) and a current MOT test certificate (unless exempt).

**'Non-fault accident'** means an accident where the AA considers liability rests entirely with the other person, and that the customer has supplied the name, address of this person along with their vehicle details and that the other vehicle is showing a valid motor insurance on the Motor Insurance Database for the time for the accident.

**'Replacement hire car'** means a comparable car to the customer's car.

What is covered	What is not covered
<p><b>1. Accident Assist;</b></p> <p>a. Is available only if you have a non-fault accident in your car. The AA's sole decision on whether the accident was a non-fault accident is final. You must promptly give the AA all relevant information about the accident, including, the name, address of the other person(s) involved in the accident along with their vehicle details and that the other vehicle is showing a valid motor insurance on the Motor Insurance Database for the time of the accident and any other information the AA reasonably requests in regard to all matters relating to the accident. It will help the AA to confirm who is at fault if you can supply the name and addresses of any witnesses, if available.</p> <p>b. Accident Assist will be provided to the authorised driver provided they are comprehensively insured for the vehicle they have a non-fault accident in. If they are not comprehensively insured, they will only receive a recovery.</p> <p><b>2. Repairs;</b></p> <p>a. Following the non-fault accident, the AA will take your car to the AA's approved repairer who will carry out an assessment of the damage caused in the non-fault accident that will be supplied to the AA for review. If repairs are economical and viable and you agree to use the AA's approved repairer, the AA will then instruct the approved repairer to carry out the repairs and the AA will pay for these.</p> <p>b. If the AA considers that repairs to your car are not economical, we will inform you of this and you will need to claim from your motor insurance.</p>	<ol style="list-style-type: none"> <li>1. If You make a claim for Accident Assist that is at all false or fraudulent or support a claim with any false or fraudulent statement or documents you will risk losing the benefit of Accident Assist.</li> <li>2. Accidents that arise from your unlawful use of drink or drugs</li> <li>3. Any accident that occurs outside England, Wales or mainland Scotland.</li> <li>4. Any accident if you are claiming against a person who does not have a valid motor insurance policy or a person who cannot be identified or traced;</li> <li>5. Any accident that you have reported to your motor insurer and in relation to which your motor insurer has declined cover.</li> <li>6. In respect of the repairs:       <ol style="list-style-type: none"> <li>a. The AA will not pay for repair costs when you make your own arrangements for repairs to your car after the accident.</li> <li>b. The AA will not pay for repairs to vehicles that are not your car.</li> </ol> </li> <li>7. In respect of the replacement hire car:       <ol style="list-style-type: none"> <li>a. Fuel</li> <li>b. Other charges arising from your use of the replacement hire car such as (without restricting in any way the type of charges being referred to here) any insurance excess charges, charges arising from damage to the hire car by you and daily hire charges arising if you keep the replacement hire car after your car has been repaired.</li> <li>c. Replacement hire car cannot be supplied with a tow bar and therefore your caravan or trailer will have to, if eligible, be recovered under National Recovery.</li> <li>d. The AA cannot guarantee that they will be able to provide a replacement hybrid or electric vehicle.</li> </ol> </li> </ol>

- c. Provision of repairs is subject to the following:
- (i) You agree to and will support the AA in recovering any repair costs in your name, in accordance with the general terms & conditions in Section J, Pages 17-18, and if any costs for repairs that the AA has paid for are recovered by you or paid direct to you, you must pay such costs to the AA.
  - (ii) You agree to use AA's approved repairer.
  - (iii) You tell the AA as soon as your car becomes available for you to drive again.
  - (iv) You collect or arrange delivery of your car when notified by the approved repairer that your car is ready for collection or delivery
  - (v) If You are VAT registered you will be liable for the VAT element of the repairs, which you should recover in the normal way from HMRC
  - (vi) The AA does not guarantee that your car will be delivered to the approved repairer during the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair.

### **3. Replacement Hire Car**

- a. Following the non-fault accident, the AA will arrange the supply of a replacement hire car and will pay the cost of the replacement hire car if your car cannot be driven, or is considered unsafe
- b. Accident Assist is available only for your car (as defined) and the only type of vehicle that, subject to availability, the AA will arrange to be hired to you will be a four-wheeled car.
- c. If your car is uneconomical to repair and you make an insurance claim under 2(b) above, the AA will continue to pay for a replacement hire car, however the AA will decide how long the replacement hire car can be hired for. It is your responsibility to keep the AA updated on the progression of this insurance claim.

- e. The AA will not pay for replacement hire car costs when you make your own arrangements for car hire after an accident.
  - f. If the AA arranges and pays for a replacement hire car but subsequently it is established to the AA's reasonable satisfaction that the accident was not entirely the other person's fault, the AA will not pay any further replacement hire car costs. However, the AA will not seek to recover from you any costs that AA have already paid prior to notifying you of the AA's decision provided the accident details You have supplied are true and complete.
  - g. Daily hire charges that you incur when your car has been repaired and is ready for collection.
  - h. If the AA has arranged a replacement hire car on your behalf but your own insurer is dealing with the damage to your car, you will not be covered if you fail to keep the AA updated on the progression of the car damage when asked
8. If you are the authorised driver and do not have comprehensive insurance for the vehicle you have a non-fault accident in, you will only receive a recovery, not the full Accident Assist service.

Failure to do so may result in the AA ceasing to pay for the replacement hire car. If you do not accept a reasonable offer to settle the insurance claim, the AA may refuse to pay further hire costs.

- d. Provision of a replacement hire car is subject to the following:
- (i) You agree to and will support the AA trying to recover any replacement hire car costs in your name, and if any costs are recovered by you or paid direct to you that the AA has paid for provision of a replacement hire car, You must pay such costs to the AA.
  - (ii) You agree that the AA selects the replacement hire car supplier and the car to be hired.
  - (iii) You agree that the AA will decide how long a replacement hire car can be hired for.
  - (iv) You enter into a car hire rental agreement with the AA's chosen replacement hire car supplier.
  - (v) You tell the AA as soon as your car becomes available for you to drive again.
  - (vi) You endeavour to return the replacement hire car to the replacement hire car supplier as soon as your car becomes available.
  - (vii) You meet the age and licensing rules of the replacement hire car supplier and you follow any terms and conditions of the hire.
  - (viii) If You are VAT registered you will be liable for the VAT element of the repairs, which you should recover in the normal way from HMRC.
  - (ix) The AA can take details of your claim for Accident Assist 24 hours, 365 days a year but can only arrange delivery of a replacement hire car between 9am and 4.30pm Monday to Friday (excluding public and bank holidays)



## Section J: General Terms & Conditions for UK Breakdown Assistance

### General exclusions

#### 1. UK Breakdown Assistance Cover does not provide for:

##### a. Any vehicle servicing or re-assembly

For example, where servicing or re-assembly is required as a result of neglect or unsuccessful work on the vehicle (including, but not limited to, DIY vehicle maintenance), other than that on the part of the AA or its agents;

##### b. Garage labour costs, that is;

the cost of garage or other labour required to repair your vehicle, other than labour provided by the AA or its agents at the scene of the breakdown or which is covered under the AA's Accident Assist;

##### c. Fuel draining, that is;

any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. In the event of the introduction of an inappropriate substance which results in the need to drain or remove fuel, lubricants or other fluids, the only recovery the AA will make available to you will be to arrange for your vehicle, the driver and up to 7 passengers to be taken to the AA's choice of relevant local repairer or another location of your choice, provided it is no further, but you will have to pay for any work required;

##### d. Failure to carry a serviceable spare, that is;

any additional charges resulting from your failure to carry a legal and serviceable spare wheel or tyre, except where this is not provided as manufacturers' standard equipment. The AA will endeavour to arrange on your behalf, but will not pay for, assistance from a third party;

##### e. Having your vehicle stored or guarded in your absence;

In the event that the AA does agree to, or needs, to arrange storage of your vehicle, for example without limitation, because the AA is not reasonably able to locate the delivery address you have provided or you have not provided, or do not provide when the AA requests, adequate delivery instructions, the AA will be entitled to charge you reasonable storage charges;

##### f. Service to vehicles on private property unless relevant permission is given, that is;

the provision of service when your vehicle is on private property e.g. garage premises, unless you can establish that you have the permission of the owner or occupier;

##### g. Excess passengers

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

##### h. Trade transportation, that is;

the recovery of any vehicles bearing trade plates or which the AA has reason to believe have just been imported or purchased at auction;

##### i. Transporting from trade premises, that is;

the transportation of immobilised vehicles where the AA considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;

##### j. Locksmiths, tyre, glass or bodywork specialists costs, that is;

the cost (including any call out charge) of any locksmith, glass, or tyre specialist, should the

AA consider this to be required. The AA will endeavour to arrange this help on your behalf, however it will not pay for these specialist services and any contract for services provided will be between you and the relevant specialist. If, in the AA's professional opinion, your vehicle requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by AA mechanics is required, the AA will arrange the recovery but at your cost. If use of a locksmith or other specialist would, in the AA's professional opinion, mobilise the vehicle, no further service will be available for the breakdown in question;

**k. Transporting animals**, that is;

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

**l. Participation in sporting events**, that is;

assistance for vehicles broken down as a result of taking part in any "motor sport event", including but not limited to racing, rallying, trials or time-trials or auto test. However, for the avoidance of doubt, the AA does not consider "Concours d'elegance" events, track test days for road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be motor sports events.

**2. Accident Recovery:**

Where a roadside repair is not possible

- a. If the accident is not a non-fault accident or, if the accident is a non-fault accident but you do not wish to use the Accident Assist service, the AA may provide (but not pay for) recovery following an accident. If so, you will be responsible for paying the AA's charges for this assistance. Where an insurance claim is being made, the AA will seek to recover these charges from your insurer and you will remain liable for these charges until full settlement is reached with your insurance company, the AA reserves the right to reclaim their recovery cost provided under this policy from the insurer of a known third party driver, who was at fault in relation to the incident.
- b. If specialist equipment is required, you will be responsible for paying the cost of any equipment used. You must give the AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause. Please note that, following an accident, or otherwise, it is and remains your responsibility to ensure that you properly comply with any requirements of your motor insurer in making a claim under your motor insurance policy.
- c. Where you do not request the services from the AA at the time of the incident and/or where you arrange for assistance and recovery services to be provided by another provider, the AA will make no contribution toward the cost of these (either to you or the provider).
- d. If following an accident, you require one of the Onward Travel services (and you have Onward Travel), the AA may, again, be prepared to arrange this for you but will not be responsible for any costs involved. You must pay, on request, any applicable charges. You must give the AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause.

# 3. European Breakdown Cover

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

## Section A: If you require breakdown assistance in Europe

### What to do on a French motorway:

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

1. If you can get to an emergency telephone box, please press the button and the police will send assistance to your location.
2. If you are using a public phone, please dial 17 or, from a mobile phone, dial 112.
3. Once you have been towed off the motorway/service area, call the AA's 24-hour helpline for further assistance. Please note that from 1st October 2008 it is compulsory in France to travel with a warning triangle and a fluorescent high visibility vest. Please see [theaa.com/european-breakdown-cover/driving-in-europe](http://theaa.com/european-breakdown-cover/driving-in-europe) for further details on various European driving requirements.

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

Call the AA's 24-hour helpline **0044 (0)330 159 1958** for assistance. It is important that you contact the AA's helpline if you require assistance. If you contact a garage direct, you will have to settle their bill and you will not be able to claim for these costs.

### If you have an accident

If you have a road traffic collision, you will be asked for your motor vehicle insurance details which you must supply. You must report the accident to your insurer as instructions for the repair or recovery of the vehicle can only be taken from them. If you do not supply details of valid motor vehicle insurance when requested, this could delay the assistance that can be arranged or result in assistance being refused.

### Please be ready to tell us:

1. Your FlexPlus Account Number and Sort Code.
2. Your exact location.
3. A contact telephone number.
4. Your vehicle's make, model and registration number.
5. Your credit card details. These are only required for emergency vehicle hire or if you need for arrangements to be made on your behalf, which are not covered by the policy or if arrangements exceed policy limits.

### Driving Licence

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

## Section B: Definition of words and phrases used in this cover

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

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

<b>AA:</b>	Automobile Association Insurance Services Limited, the administrators of the service in the UK.
<b>Accident:</b>	The unexpected complete immobilisation of the Vehicle due to a Road traffic collision, which affects the mobility or security of the Vehicle or renders it unsafe to drive.
<b>Breakdown</b>	The unexpected complete immobilisation of the Vehicle due to mechanical or electrical disruption, which affects the mobility or security of the Vehicle or renders it unsafe to drive.
<b>Geographical Limits:</b>	Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Isle of Man, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (west of Urals) San Marino, Serbia, Slovakia, Slovenia, Sweden, Spain (excluding Ceuta and Melilla), Switzerland, Turkey in Europe plus Uskudar, Ukraine, Vatican City. All European Mediterranean Islands.
<b>Home:</b>	Your permanent residential address in the Territory
<b>Acromas Insurance Company Limited.</b>	The insurer underwriting this European Breakdown Cover policy
<b>Market Value:</b>	The cost of replacing the vehicle, with another of the same make, model, specification, age and condition as the vehicle, was immediately before the request for recovery you are claiming for. Where we are unable to estimate the market value of the vehicle, we will use the nearest market equivalent for comparison or other appropriate trade valuations.
<b>Motorail</b>	A specific European rail service for transporting vehicles across Europe. Motorail services do not include Channel Tunnel rail services.
<b>Party:</b>	Occupants of the vehicle (excluding hitch hikers)
<b>Rally</b>	Any timed event which must be completed within a set period of time and is advertised as a rally.
<b>Road traffic collision (RTC):</b>	any incident that involves any moving or stationary objects, including but not limited to, other vehicles, animals, incidents with speed bumps, trees, fences, walls, posts, kerbs, ditches, ice, oil, road debris etc.

<b>Territory:</b>	UK (England, Scotland, Wales and Northern Ireland), Channel Islands and the Isle of Man.
<b>Trailer:</b>	Commercially built luggage trailers, camping trailers, car trailers, boat trailers, bike trailers, flatbed trailers, and trailer tents.
<b>Trip:</b>	Your entire overseas European journey* (including direct travel between your home to the seaport or Eurotunnel terminal that you are departing or arriving back at).  *Travel from Northern Ireland to the Republic of Ireland is included and commences as soon as you leave home.
<b>Vehicle</b>	A car, light van, campervan, motor caravan, minibus, caravan, trailer or motorcycle over 200cc used for private purposes and meeting the weight and size restrictions.
<b>We/Us/Our:</b>	The AA
<b>You/Your</b>	The FlexPlus customer and any driver authorised by the FlexPlus Customer(s) to use their vehicle

## Section C: Vehicle Terms and Conditions for European Breakdown Cover

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

### 1. Vehicle types we cover:

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

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

#### b. Motorcycles

Cover is also available for motorcycles over 200cc providing they meet the vehicle specification criteria set out under the policy (without limitation, please note in particular the weight and size restrictions set out in point 2 of these vehicle terms and conditions). However, we regret that it is not possible to arrange hire of a motorcycle if a replacement vehicle is required. A hire car or alternative transport will be arranged. Specialist motorcycle recovery cannot be arranged; however, arrangements will be made for your motorcycle to be recovered back to the territory under the 'vehicle recovery or onward to your original destination' benefit providing the terms of that benefit have been met.

#### c. Trailers and Caravans

Commercially built trailers and caravans are included within the policy, providing that the towed vehicle and the trailer load complies with the weight and size restrictions shown below, and does not exceed the manufacturer's fully laden height, weight and width limits, and is fit for purpose. In addition, a serviceable spare wheel and tyre must be carried if supplied as part of the manufacturer's standard equipment. It is not possible to arrange a replacement caravan or trailer if yours cannot be repaired in Europe. It is also extremely difficult to hire vehicles with tow bars, so it may become necessary to recover a caravan or trailer together with the insured vehicle, if the insured vehicle cannot be repaired

abroad by your return date. If it is not possible to arrange repair of the trailer in Europe, we will only recover a trailer up to its current market value. If you choose to collect your trailer, the benefits are up to a maximum of £800 for one person. We will recover your personal effects, goods, vehicles, boats or other waterborne craft on or in your vehicle and/or trailer if we are recovering your vehicle and/or trailer. We will not recover these items if we are not recovering your vehicle and/or trailer nor will we consider any claim for loss resulting from damage to/loss of use of these items. Such items remain your responsibility at all times.

**2. Weight and size restrictions (including any load carried) We cover vehicles highlighted in section 1** of these vehicle terms and conditions providing that they comply with the limitations and vehicle type, weight and size restrictions, and other conditions as set out below. The trailer, caravan and its load must also comply with the size and weight restrictions below, or unfortunately the AA will be unable to recover your property.

- Maximum vehicle weight: 3.5 tonnes (3500kgs) gross vehicle laden weight
- Maximum Vehicle Weight for Motorhomes ONLY: 7.5 tonnes gross vehicle weight
- Maximum vehicle length: 8m (26.2ft)\*
- Maximum vehicle width: 2.55m (8ft 3in)\*

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

**3. Vehicle Specifications All vehicles must:**

- a. be built to manufacturer's specifications
- b. have a current MOT certificate (where required)
- c. have current vehicle excise duty/road tax in place
- d. have appropriate insurance for driving overseas

In the event of a claim we may require proof of your vehicle's service history.

**4. Vehicle Occupancy**

The maximum persons in your vehicle must not exceed eight (8) including the driver and any infants and must also not exceed the number of seats fitted in the vehicle. The vehicle must have seats and restraints fitted as manufacturer's standard. You must comply with legislation in the countries you are visiting, and we cannot be liable for any loss whatsoever because your vehicle cannot be imported into or used in overseas countries, due to its type, weight and/or dimensions. If in doubt, contact the AA for advice before you travel.

**5. Transportation of animals**

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

Please see clause 2 of the General Exclusions on page 36

## Section D: European Breakdown Assistance Cover and Limitations

**Please note** that pre-departure hire car cover commences from up to 72 hours prior to your scheduled departure time from the territory. All other elements of cover under this policy commence on the date of departure.

What is covered	What is not covered
<p>Access to the AA's 24-hour helpline to arrange emergency roadside assistance if your vehicle is stranded on the highway as a result of a breakdown or accident, within the geographical limits. Subject to the limits for costs detailed in this policy, all claims limits are inclusive of any VAT.</p>	<p>This applies to all sections (excluding unaccompanied vehicle recovery).</p> <ol style="list-style-type: none"> <li>1. Parties of more than eight persons</li> <li>2. Any cost for replacement part(s), tyres, body glass, fuel, lubricants or other fluids, keys or other devices to lock or unlock your vehicle.</li> <li>3. Any costs for a locksmith, body glass, tyres, keys or other specialist (If it is considered that their services are needed, the AA will seek to arrange this on your behalf, the cost of the call out or any repair is not covered).</li> <li>4. Any further assistance for the incident, if the use of a locksmith or other specialist will mobilise the vehicle.</li> <li>5. Services covered by any other insurance policy or costs which you can claim against another person</li> <li>6. The costs of any services you have to pay outside the geographical limits</li> <li>7. Costs resulting from a previously discovered fault which has not been repaired by a qualified technician</li> </ol>
<p><b>Section 1. Roadside assistance and emergency repair within the territory</b> Roadside assistance and emergency repair at the roadside or, if your vehicle cannot be repaired at the roadside, towage to the nearest repairer or back to your home.</p>	<ol style="list-style-type: none"> <li>1. Any costs for labour that are not incurred at the roadside.</li> <li>2. Parts and labour (other than labour costs incurred at the roadside)</li> <li>3. Any costs incurred where the vehicle is overloaded, used in rallying, off-road driving or used in motor sports.</li> <li>4. Any matter excluded from cover as stated under the General exclusions</li> </ol>

**Section 2 - Pre-departure hire car in the territory**

Up to £120 per day towards the cost of hiring an alternative vehicle (including the minimum legally required motor insurance cover).

If your vehicle has:

- a. broken down in the territory within 72 hours prior to your planned trip departure time; and
- b. the AA have attended the breakdown under Section 1; and
- c. are unable to repair your vehicle in accordance with Section 1: and
- d. the repairer estimates that the repairs to your vehicle will take more than 24 hours.

It is not possible to arrange hire of a motorcycle, if a replacement vehicle is required, a hire car or alternative transport will be arranged. (The above costs are part of your overall alternative travel limit for sections 2,4,8 and 11 of £1,500 per Party per Trip

- 1. Any additional charges arising from your use of the hire car such as fuel costs, any insurance excess charges, or additional hire costs if you keep the vehicle longer than the period agreed with us. You must pay these direct to the hirer.
- 2. Any contribution towards the cost of motor insurance cover for an alternative hire car, which is over and above the relevant minimum legally required cover for the country in which you are travelling\*.
- 3. Any costs incurred if you leave the hire car at a different location to the one agreed with us or the hirer.
- 4. Any additional costs incurred for transporting your pet(s) / animal(s).
- 5. Anything shown as not covered under section 3 – Roadside Assistance and emergency repair in the territory.
- 6. Any matter excluded from cover as stated under the General exclusions.  
\*It is recommended that you consider purchasing, at your own expense, additional insurance such as collision damage waiver, if offered by the hirer.

**Section 3 – Roadside assistance and emergency repair in Europe**

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

- 1. Any costs for labour that are not incurred at the roadside.
- 2. The cost of recovery to your home or to your original destination where this exceeds the current market value of your vehicle.
- 3. Parts and labour (other than labour costs incurred at the roadside)
- 4. Any matter excluded from cover as stated under the General exclusions



#### **Section 4 – Alternative travel arrangements in Europe**

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

- a. Contribution of up to £120 per day towards the cost of hiring an alternative vehicle (including the minimum legally required motor insurance cover) within the relevant geographical limits.
- b. Air fares (economy)
- c. Rail fares (standard)
- d. Local taxi fares
- e. Any other transport equivalent to 2nd class rail fares

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

Trailers/ caravans important note: It is not possible to arrange a replacement caravan or trailer if yours cannot be repaired in Europe. It is also extremely difficult to hire cars with tow bars, so it may become necessary to recover a caravan or trailer together with your vehicle, if your vehicle cannot be repaired abroad by your return date.

The above costs are part of your overall alternative travel limit for sections 2,4,8 and 11 of £1,500 per Party per Trip.

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

#### **Section 5 - Emergency accommodation in Europe**

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

1. More than £500 per party, per trip
2. Costs for meals, drinks, telephone calls, newspapers.
3. Costs you would have paid, had no problem with your vehicle occurred.
4. Costs where the need for accommodation arises from the transport of any animal.
5. Costs for any animal's emergency accommodation.
6. Anything shown as not covered under section 3 – Roadside Assistance and emergency repair in Europe.
7. Any matter excluded from cover as stated under the General exclusions.

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

The location and delivery costs of spare part(s) needed to complete repairs overseas, providing that repairs have been agreed as the best option. You will be asked to pay for any spare part(s) at the time they are ordered for you. Standard UK spare parts may not be available locally and delay may occur in location and delivery from the UK. There is no guarantee that spare part(s) will be available, especially for older vehicles, where parts may not be possible to locate.

We are not liable for variations in the cost of spare parts located overseas.

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

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

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

- a. Your permanent home address; or
- b. Your nominated vehicle repairer in the territory; or
- c. Your original destination within the geographical limits.

Storage charges up to £120 incurred in the recovery, provided that you have made every attempt with us to organise for your vehicle to be returned to your home.

It is not possible to arrange a motorcycle recovery specialist.

If your trailer cannot be repaired in Europe, costs of recovery up to its current market value.

If you choose to collect your trailer, the benefits are up to a maximum of £800 for one person.

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

1. Recovery costs if you have not agreed with us in advance, the method of recovery.
2. Recovery of your vehicle if we calculate the cost to do so is in excess of its market value (see General exclusion 11)
3. Recovery where your vehicle only needs minor or inexpensive repairs, costing £500 or less, inclusive of VAT. (We may agree collection or an alternative means for you to return home with your vehicle in these circumstances if repairs cannot be completed by your booked return date).
4. Recovery where the local garage indicates that it can complete repairs before your return date.
5. Recovery costs for your vehicle if nobody in your party is fit to drive.
6. Repatriation costs for you or your party if nobody in your party is fit to drive.
7. Any losses resulting from a delay in recovering your vehicle.
8. The cost of additional transit risk insurance. you should contact your motor vehicle insurer to ensure that your existing policy covers this.
9. The replacement cost of your vehicle or any salvage money if your vehicle is beyond commercial economic repair.
10. Transportation costs for a repaired vehicle.

11. Recovery costs for a boat or other waterborne craft towed on a trailer when these costs exceed the combined market value of the boat or waterborne craft and trailer.
12. Recovery costs for a vehicle towed on a trailer when these costs exceed the combined market value of the vehicle and trailer.
13. Any claim for loss, damage or loss of use of personal effects, goods, vehicles, boats or other waterborne craft on or in your vehicle and/or trailer.
15. Any repair costs after we have recovered your vehicle to your home, chosen garage in the territory, or your original destination.
16. Any claim for collection costs where the overseas garage has not started the repairs required to put your vehicle back on the road before you return home
17. Any additional costs incurred for the transport of your pet(s) / animal(s).
18. Anything shown as not covered under section 3 – Roadside assistance and emergency repair in Europe.
19. Any matter excluded from cover as stated under the General exclusions.

## **Section 8 – Missed connection cover**

Arrangement and costs for the following subject to availability;

- a. Standard class replacement ticket(s) to enable you and your party to continue the trip from the intended destination station for the first missed connection as a direct consequence of one of the conditions listed above; or
- b. Hire of a replacement vehicle, up to a maximum of £120 per day.  
If you arrive at the rail, motorail, ferry or flight departure point within the geographical limits too late to commence the journey due to a breakdown or accident during the outward or return part of your trip, providing that you would have been on time for the journey if the breakdown or accident had not happened, the insurer will cover the first missed connection.
- c. Contribution up to £200 to store the insured vehicle at a location near the motorail depot for your trip in event of a missed connection. You will initially be required to pay these costs, and then claim back from the AA.
- d. The costs of extra transportation of you, your passengers and luggage to or from the motorail depot and the location of your vehicle. You will initially be required to pay these costs, and claim back from the AA

The above costs are part of your overall alternative travel limit for sections 2,4,8 and 11 of £1,500 per party per trip.

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

### **Section 9 – Vehicle collection**

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

1. Costs which exceed the current market value of your vehicle.
2. Any additional charges arising from your use of the hire car such as, fuel costs, any insurance excess charges, or additional hire costs if you keep the vehicle longer than the period of hire agreed. You must pay these costs direct to the hirer.
3. Any additional charges made by the airline including but not limited to excess baggage.
4. Any contribution towards the cost of motor insurance cover for an alternative hire car which is over and above the relevant minimum legally required cover for the country in which the vehicle is used.
5. Any costs incurred if you leave the hire car at a different location to the one agreed.
6. Any costs incurred following your return to your home.
7. Any additional cost incurred for your pet(s) / animal(s).

### **Section 10 – Break-In cover**

Costs of emergency repairs to locks, windows or windscreens to make your vehicle secure following forcible entry or attempted forcible entry to your vehicle whilst in Europe. These costs are limited to £200. You should always contact your motor insurer before calling the AA. You will be required to pay these costs yourself and claim them back by completing a claim form. If your vehicle is not fit or safe to drive because of the attempted theft we will classify this as a breakdown and all other benefits under this policy will come into force, subject to their relevant limits and terms. If the vehicle is deemed fit or safe to drive, only the cost of reimbursement of repair costs will be available up to £200.

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

<p><b>Section 11 – Hire car in the territory whilst awaiting repair or recovery</b></p> <p>Arrangement and the cost of a hire car for up to £120 per day towards the cost of hiring an alternative vehicle (including the minimum legally required motor insurance cover) for up to 48 hours, whilst you are awaiting recovery of your vehicle. This benefit is available whilst your vehicle is being repaired or recovered under your European Breakdown cover and you have returned to the territory.</p> <p>(The above costs are part of your overall alternative travel limit for sections 2, 4, 8 and 11 of £1,500 per party per trip.</p>	<ol style="list-style-type: none"> <li>1. The cost of a hire car after two (2) days or once your vehicle is recovered to your home (whichever is the sooner).</li> <li>2. Any additional charges arising from your use of the hire car such as, fuel costs, any insurance excess charges, or additional hire costs if you keep the vehicle longer than the period of hire agreed. You must pay these costs direct to the hirer.</li> <li>3. Any contribution towards the cost of motor insurance cover for an alternative hire car which is over and above the relevant minimum legally required cover for the country in which you are travelling.</li> <li>4. Any costs incurred if you leave the hire car at a different location to the one agreed.</li> <li>5. Anything shown as not covered under section 3 – Roadside Assistance and emergency repair in Europe.</li> <li>6. Any matter excluded from cover as stated under the General exclusions.</li> </ol>
<p><b>Section 12 – Emergency message relay service</b></p> <p>The AA will relay any urgent messages to your immediate family or close business associates, if your vehicle cannot be driven because of a breakdown or accident in the territory or in Europe.</p>	<ol style="list-style-type: none"> <li>1. Any costs arising through communications not arranged by the AA.</li> </ol>

## Section E: General exclusions for European Breakdown Cover

This policy does not cover:

1. Anyone in your party for any claims arising directly or indirectly from:
  - a. being under the influence of drink or drugs (except as prescribed by a doctor);
  - b. alcoholism, drug addiction, solvent abuse, wilful exposure to risk (unless trying to save someone's life);
  - c. engaging in professional or organised sports or hazardous pursuits (such as road racing, ice driving, motorcycle wheelies, and similar), direct or indirect consequences of terrorist activity, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), revolution, insurrection, military or usurped power;
  - d. having an accident whilst engaged in paid manual work or hazardous occupation of any kind;
  - e. the negligent acts of you or your party;
  - f. any failure to take all reasonable steps to minimise any loss;
  - g. any payment which you would have normally made, if nothing had gone wrong.

2. Any additional costs incurred as a consequence of an animal travelling with you or your party.
3. Any costs for non-emergency repairs such as radios, cd players and heated rear windows, satellite navigation or air conditioning or climate control faults which do not affect the mobility or security of your vehicle nor render it unsafe to drive.
4. Any defects due to the poor maintenance of your vehicle and damage relating from such poor maintenance, including (without restriction) cambelt failure and any damage resulting from such failure, when it cannot be established that the belt has been changed in accordance with the manufacturer's recommendations.
5. Costs arising for mechanical or electrical defects occurring prior to the commencement of the relevant trip.
6. Any costs resulting from failure to maintain or service the vehicle in accordance with manufacturer guidelines.
7. Any costs covered under your vehicle's warranty.
8. Any costs incurred where your vehicle is overloaded.
9. Any costs incurred where your vehicle is used in rallying, off-road driving, race track driving (particularly the Nurburgring) or used in motor sports.
10. Any costs incurred because you are not carrying a spare set of vehicle keys, or other vehicle access device (where a spare set of keys or second vehicle access device is supplied by the manufacturer), a spare set of keys for steering wheel locks, where used, and a legal and serviceable spare wheel(s) and tyre(s) or an "instant mobility system" (where this is supplied with the vehicle). The AA may, at their discretion, help you locate lost or replacement keys that are available within a 30-minute trip
11. Costs of the recovery of your vehicle if it is calculated to be beyond commercial economic repair (we may use Glasses guide to obtain vehicle valuations). We will never pay more than the value of the vehicle to bring it home. If your vehicle is beyond commercial economic repair, you will be given up to eight weeks after the original incident to agree suitable alternative arrangements for the recovery or disposal of your vehicle. If there no agreement has been reached after eight weeks, it will be considered that you have authorised us to dispose of your vehicle.
12. You will not be entitled to any further recovery assistance for the full duration of your trip if you choose to have your vehicle recovered onward to your original destination.
13. Costs for damage or loss of use of personal effects, goods, vehicles, boats or other waterborne craft on or in your vehicle/trailer. Such items remain your responsibility at all times.
14. Any cost incurred where cover is excluded under the General terms and conditions.

## **Section F: General Conditions for European Breakdown Cover**

### **Limitations to cover**

1. You must comply with the following terms and conditions to have the full protection of the policy. If you do not, we reserve the right at our discretion to cancel your policy, refuse to deal with your claim or limit the service offered.
2. Cover will be provided for the period of travel, services available and size of party.
3. Cover commences when you leave your home address. With the exception of pre-departure hire car cover, we will only cover you in your country of residence for a direct journey between your home and the seaport or Eurotunnel terminal you are departing from or arriving back at (unless Your Home address is in Northern Ireland and you are travelling to the Republic of Ireland, when cover will commence when you leave Your home).

4. Trips within the United Kingdom, Channel Islands and Isle of Man are restricted to journeys where you take your vehicle overseas by waterborne craft and not for crossing estuaries and non-tidal waterways.
5. We reserve the right to amend the geographical limits of cover in the event of areas becoming affected by war, civil disturbance, riot or radioactive contamination.
6. It may not always be possible to provide the benefits under your UK & European Breakdown Assistance Policy when faced with circumstances outside our control, such as (without limitation) extreme weather conditions, local customs or practices, local or national fuel shortage, civil unrest, equipment or systems failure or any form of industrial action which prevents, restricts or otherwise interferes with the production of goods or the provision of services. It is also not possible to guarantee that any tow to a local repairer will be within opening hours or that the repairer will be available to undertake repair immediately.
7. We, our employees or agents, shall not be liable to you for any loss or damage caused by us, the AA, our employees or agents where, and to the extent that:
  - a. there is no breach of a legal duty owed to you or your party by us, or the AA, or our employees or agents; or
  - b. such loss or damage is not a reasonably foreseeable result of such breach; or
  - c. any such loss or damage or increase in the same, results from any breach or omission by you or customer of your party.
8. We, our employees and agents, shall not in any event, be liable for losses relating to any business interests you or a customer of your party may have including, without limitation, lost data, lost profit, loss of opportunity or of business or for business interruption, lost contracts, revenue or anticipated savings.
9. We have the right to refuse to provide service where it is considered that you or any member of your party is behaving or has behaved in a threatening or abusive manner to the AA's employees, mechanics or agents, or to any third party contractor and we, or the supplier (acting as our agents) reserve the right to invalidate cover at any time if, in our or their opinion, you have misused services provided under this cover.
10. Nothing shall restrict or limit our or the supplier's liability for death or personal injury in the event of our, or the supplier's negligence.
11. If we do not enforce or rely upon any of these terms and conditions on a particular occasion or occasions, this does not prevent us from subsequently relying on or enforcing them.
12. All vehicles must:
  - a. be built to manufacturer's specifications
  - b. have a current MOT certificate and have a valid current excise licence (tax) (where applicable)
  - c. have appropriate insurance for driving overseas
  - d. be in a roadworthy condition at the start of your trip and be used for private purposes only.In the event of a claim you may be required to provide proof of your vehicle's service history.
13. You must be able to declare that as far as you know, the following is true:
  - a. Your vehicle is eligible for UK & European Breakdown Assistance and has been regularly serviced and maintained according to the manufacturer's instructions, is not already broken down or been involved in an accident and you are not aware of any electrical, mechanical or other vehicle problem which may interrupt your trip;
  - b. If your vehicle is specially adapted for you or for any member of your party, you will make the AA aware of this before you travel;



14. The maximum persons in your vehicle must not exceed eight including the driver and any infants and must also not exceed the number of seats fitted in the vehicle, which must have seats and restraints fitted as manufacturer's standard.
15. You must comply with any legislation in the countries you are visiting, and we cannot be liable for any loss whatsoever because your vehicle cannot be imported into or used in overseas countries, due to its type, weight and/or dimensions.
16. AA mechanics (that is "AA" branded mechanics who are employed by the AA) do not generally operate in Europe. Europe Roadside assistance will usually be provided through a garage or, if you are visiting a country where a motoring organisation operates, the AA may arrange for a mechanic of a local organisation to assist. Service providers including garages, repairers, recovery operators, mechanics of motoring organisations, car hire companies, are not approved by either us or the supplier and do not act as our agents. The AA cannot be held liable for any acts or omissions of any such garages or other service providers. The AA may arrange assistance for you in accordance with the terms of this cover and you may be indemnified for the costs involved subject to the terms and limitations of this cover. However, the AA does not actually provide the services (such as roadside assistance and vehicle repairs) and therefore the AA cannot be held liable for the acts and omissions of those who do, even if we pay for the repairs in full. If you are dissatisfied with any work undertaken, you should contact the relevant service supplier direct. If service has been provided by an AA mechanic, you should contact the AA.
17. Any advice regarding the cost of repairs provided by the AA's European Operations Centre will be indicative only and it is your responsibility to ensure you have received and understood the quotation given by the repairer before agreeing to any work to be carried out. Any contract for repair will be between you and the repairer. Only the repairer has legal responsibility to you for the performance and quality of the repairs, including repairs at the roadside. We do not have any liability for the acts and omissions of the repairer, even if we pay for the repairs in part or in full.
18. You must advise the AA if your vehicle has a mechanical warranty. While they will arrange initial assistance at the roadside, it is your responsibility to ensure that any subsequent repairs are in accordance with and do not invalidate your vehicle warranty.
19. Commercially built caravans and trailers are included within the policy, providing that the towed vehicle and the trailer load complies with the weight and size restrictions (please refer to vehicle specifications), and does not exceed the manufacturer's fully laden height, weight and width limits, and is fit for purpose. In addition, a serviceable spare wheel and tyre must be carried if supplied as part of the manufacturer's standard equipment.

## **Claims and Repair Authorisation**

1. You should submit a claim within 31 days of your return home. If you have any other policy which covers the same risk, you must advise of this when making a claim and we will be entitled to contact the insurance company to claim and receive a contribution towards costs.
2. If you are not the owner of the vehicle, you must check with the owner before you authorise any repairs.
3. If the garage cannot complete the repairs within eight hours or until after your planned return home, you must contact the AA to discuss your options. You must keep in touch with the AA to confirm any further entitlements under the benefits.

4. You must produce the original or a copy of the original Statement of Insurance and original receipts for expenditure before we will pay any claim. The cost of obtaining any original certificates, information, evidence and receipts required by us will be at your expense.
5. If the garage dismantles your vehicle for repairs, which are then halted for any reason, we will not accept responsibility for any parts returned in your vehicle. In such circumstances, it is most unlikely that the garage would accept any responsibility.
6. If your vehicle has been involved in an accident, which could be subject to a claim involving your motor vehicle insurer, we reserve the right to obtain their formal agreement before recovery of your vehicle is arranged and to negotiate with them to reclaim a proportion of the costs incurred.
7. Before you leave your vehicle for recovery, you should remove all valuables and make sure anything left in your vehicle is safely stowed. There is no duty-free allowance on an unaccompanied vehicle being recovered – take any dutiable items with you.
8. You must leave keys, including those for trailers, caravans or roof boxes in a safe place with your vehicle, as Customs may need to unlock and inspect the vehicle(s). Without keys we cannot recover vehicles and/or trailers, caravans or roof boxes.
9. When you are notified that your vehicle is ready for collection, You will have 14 days to collect the vehicle. You will be responsible for any additional storage fees incurred beyond this period.
10. While the AA will seek to arrange return of your vehicle, your party and your pet/animal home together by the most suitable means, where this is practical and possible, we cannot be liable for any additional costs incurred for your pet/animal.
11. It is your responsibility to ensure that your pet/animal meets the mandatory restrictions of the PETS Travel Scheme at all times.
12. We will not accept any alterations to the terms of this insurance, unless a duly authorised official of ours has confirmed changes in writing.
13. You must send us every legal letter, writ or other legal document, in connection with any claim against you or another member of your party, immediately you receive it.
14. If we guarantee costs on your behalf, you must repay us on demand for any expenses not covered by this insurance. We will not settle any claim for costs you paid under this insurance until you have repaid us in full.
15. We may pay you our full liability under the cover at the time, and once we have done so, no further payments will be made. The benefit limits for each section and overall claim limit show the maximum payable for one trip, irrespective of the number of incidents during your trip.
16. We are entitled to take over any rights your party may have in the defence or settlement of any claim and to take proceedings in your or any other member of your party's name for our benefit against any other party. You must not admit liability, offer or promise to make any payment in admission of liability unless we agree to it in writing.
17. You must do all that you can to keep your claims as low as possible and to prevent loss, theft or damage.
18. The AA reserves the right to refuse to arrange breakdown assistance services if one of the person(s) named on the Statement of Insurance is not present at the scene of the breakdown or accident.
19. If the AA cannot arrange for a garage to accept our guarantee of costs, you will be asked to pay for any repairs undertaken at the time and reclaim the costs covered by this insurance.
20. If you insist on authorising lengthy or expensive repairs contrary to the advice of the AA, we reserve the right to refuse any further service.

21. The AA will only seek to arrange a guarantee of costs within the limits of the cover and you will have to pay the repairing garage for extra costs and the costs of parts.
22. If your vehicle has left the highway and you ask for assistance when it is in a ditch, standing on soft ground, sand or shingle, or stuck in water or snow, the AA will arrange any recovery to a place of safety, but this will be at your cost.

## **Replacement/ Hire Vehicles**

1. Car hire availability or equivalent replacement for your vehicle cannot be guaranteed. Multi-purpose vehicles, four-wheel drive vehicles, minibuses, vans, motorcycles and vehicles with automatic transmission in particular are difficult to hire.
2. It cannot be guaranteed that replacement vehicles can be supplied with a tow bar, and therefore your caravan or trailer may be recovered with your immobilised vehicle.
3. It is not possible to arrange a replacement mobile caravan, trailer or replacement roof box. Personal effects, goods, vehicles, boats or other waterborne craft carried in or on your vehicle, caravan or trailer remain your responsibility at all times.
4. Unless otherwise agreed, hire costs will only be covered where the AA has arranged the hire. It cannot be guaranteed that hire cars will be available in all circumstances. You must be able to comply with the hirer's terms and conditions, which will include:
  - a. production of a full driving licence valid at the time of issue of the hire vehicle (some companies may require additional information such as details of any endorsements or fixed penalties or convictions which You may need to obtain from the DVLA).
  - b. production of a credit card. Arrangements for a hire car cannot be made without one.
  - c. drivers must be within the hirer's minimum/maximum ages for the hire and comply with legislation in the country concerned and must have held a full driving licence for 12 months or more.
5. Car hire companies' terms may change and do vary. The requirements listed above are not exhaustive and compliance with them does not guarantee availability of a hire car. If you do not comply with the hire company's terms or fail to return the vehicle to them as agreed, the hire company may take action against you.
6. If You are travelling in an MPV or similar vehicle, it may be necessary to arrange two hire cars. Otherwise alternative travel arrangements will be made.
7. In parts of Europe, hire cars are not permitted to cross national frontiers and it may be necessary to change hire cars at national borders. If you do not follow the AA's, or the hirer's instructions, you must pay any additional costs you incur.
8. If the AA has arranged car hire for your journey home, a vehicle hired abroad cannot be used for any part of your journey in the territory; a second vehicle registered in the territory may be arranged for this part of the trip.
9. For car hire or other alternative travel costs, wherever possible the AA will arrange, and we will pay costs, within the stated overall limit. If the hirer will not accept our guarantee, you will be asked to pay and make a claim for these costs on your return home.
10. If your vehicle is specially adapted for you or your party's needs it is unlikely that the AA will be able to locate a similarly adapted vehicle overseas. The AA will seek with you to find a suitable alternative method of travel, within the benefit limit.

# 4. General Terms and Conditions that apply to the whole of this UK & European Breakdown Assistance Policy

## Section A: General rights to refuse service

If the claim is not made by a FlexPlus customer or an authorised driver of a FlexPlus customer's vehicle then the AA reserves the right to refuse service.

Please note: if You are refused service by the AA, you have the right to an explanation in writing (see "Making a Complaint" page 41 for contact details).

1. The AA reserves the right to refuse to provide or arrange assistance where the service request is for, or relates to:
  - a. Repeat breakdowns within 28 days, that is where service is requested to deal with the same or similar cause of breakdown (including running out of fuel or charge) to that which the AA attended within the preceding 28 days. It is your responsibility to make sure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. The AA shall not be entitled to refuse assistance if the reason for the repeat breakdown is due to the negligence of the AA or its appointed agent.
  - b. Unattended vehicles, that is where you are not with your vehicle at the time of the breakdown or accident and you are unable to be present at the time that assistance arrives;
  - c. Unsafe, unroadworthy, unlawful etc vehicles, that is where in the AA's reasonable opinion, immediately before the relevant breakdown or accident, your vehicle was dangerous, overladen, unroadworthy or otherwise unlawful to use on a public road. Without restricting the generality of the AA's rights under this provision, and your responsibility to comply with all applicable legal requirements, please note that for a UK registered vehicle to be used or kept on a public road, and subject to any relevant exemption that may apply, the vehicle must have a current excise licence (that is, up to date vehicle tax), a current MOT test certificate and have in force valid motor insurance to the minimum level required under UK law;
  - d. Assisting where unsafe or unlawful activities, that is where, and other than solely as a result of a failure on the part of the AA, the giving of service would involve a breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of the AA's health and safety duties);
  - e. Delay in reporting, that is where the breakdown is not reported within 24 hours of you becoming aware of the breakdown. (The AA may agree to extend this period in exceptional circumstances);
  - f. Unreasonable behaviour, that is where the AA considers, on reasonable grounds, that you:
    - (i) or anyone accompanying you, or who is receiving or is entitled to receive assistance in connection with your UK & European Breakdown Assistance Cover is behaving or has behaved in a threatening or abusive manner to the AA's employees, mechanics or agents, or to any third party contractor; or
    - (ii) have falsely represented that you are entitled to services that you are not entitled to; or
    - (iii) have assisted another person in accessing UK & European Breakdown Assistance to which they are not entitled; or
    - (iv) owe the AA money with respect to

any services, spare parts or other matters provided by the AA or by a third party on the AA's instruction.

- g. The recovery of unaccompanied children, that is the recovery of any child under 16 years of age unless they are accompanied at all times by an adult (unconnected with the AA or its agents).
- h. In the event that you are requesting service as the authorised driver of the vehicle and the AA cannot verify that the vehicle is registered to the FlexPlus Customer and is being used with the permission of the account holder(s)

## **Additional services**

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

## **Use of agents**

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

## **Requests for assistance**

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.

## **Emergency nature of Breakdown service**

5. AA mechanics are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or roadworthiness of a vehicle after a breakdown or an emergency repair. In addition, whilst the AA mechanics will exercise such care and skill as is reasonable in a roadside emergency situation, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned.

## **Subrogation**

6. In the event that the AA provides Accident Assist the AA will be entitled to take over and conduct at the AA's expense and in your name:
  - a. The negotiation defence or settlement of any claim against the at fault driver for recovery in respect of costs paid by the AA for Accident Assist;
  - b. Legal proceedings to recover for the AA's benefit any payments made for AA's Accident Assist;

You must give the AA all documentation, help and information they may need.

The AA reserves the right to recover costs paid by the AA for Accident Assist from your own motor insurance and you must assist the AA to recover of costs paid by the AA for Accident Assist from your motor insurance.

## **Matters outside the AA's reasonable control**

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

## **Exclusion of liability for loss of profit etc**

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

## **Enforcement of Terms & Conditions**

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

## **Use of headings**

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

## **Section B: Cancelling your insurance**

This policy comes as an integral part of services that come with your FlexPlus current account provided by Nationwide. No separate fee is payable for or attributable to this policy. This policy will not be available to you if you no longer hold a FlexPlus current account with Nationwide. This means that:

- If you want to, you can cancel your insurance cover at any time. However, it is a term of your FlexPlus current account that if you cancel any of the benefits or services of your FlexPlus current account, you must close your account with Nationwide or switch to another current account with them.
- No refund will be due upon cancellation of this policy.

- If you want to cancel, you should do so by closing your FlexPlus current account, at which point the benefits and services of this policy will no longer be available. Please call Nationwide on **0800 11 88 55** for information on how you can close your FlexPlus current account.

It is a term of your FlexPlus current account that Nationwide has the right to cancel this policy for a reason that is set out within their terms and conditions (which will include if you fail to pay the monthly FlexPlus current account fee). If they do that, they will tell us and we will then cancel this policy. The notice period you are given for this will be as set out in your FlexPlus current account terms.

We may also cancel this policy immediately in the following circumstances:

- if you fail to comply with the terms and conditions of this policy. We will take into account the severity and circumstances of the breach and we will act reasonably in response to it;
- if required to do so to comply with any law or guidance or regulatory requirement;
- if fraudulent activity is reasonably suspected on the account.

If we cancel your policy as explained above, you will no longer be able to have a FlexPlus account and Nationwide will contact you about this.

## **Section C: Changes to your policy and withdrawal of cover**

Nationwide has the right to withdraw or alter the benefits and services you receive under this policy for reasons set out in your FlexPlus current account terms. This enables them to alter, for example the extent of the cover you receive under this policy. If they do that, they will give you notice and vary these terms in accordance with those changes. The notice you receive will be those set out in your FlexPlus current account terms.

We can also withdraw cover or make changes to the terms of this policy and Nationwide will give notice of the change to you. We may make changes for the following reasons:

- to respond to any changes in law, regulations, industry guidance or codes of practice or to a decision by a regulator, court or ombudsman;
- to respond to changes in our costs, including administrative costs and the costs involved in providing these services or benefits;
- to respond to changes in technology;
- to reflect any changes in ownership or re-organisation due to a merger or acquisition;
- to maintain our financial strength to ensure we are in a position to cover claims made by all our policyholders.

As this insurance policy has no fixed end date, we may also need to withdraw the cover or make changes for other reasons that we cannot anticipate.

## **When and how you will be told about a change or withdrawal of cover**

Changes we or Nationwide make to this policy will normally be notified to you by Nationwide. If we need to make any change to your policy, and it is not to your disadvantage, we may do so immediately. For these types of changes, Nationwide will tell you about the change in one of the following ways:

- displaying information in a Nationwide branch;
- displaying information on the Nationwide website;
- advertising in the press;
- sending you a secure message or notice via the Internet Bank or Banking app (if you are a registered user); or
- including a message with your online or paper statement.

If the change is to your disadvantage or if we withdraw your cover Nationwide will tell you personally:

- by writing to you (email, letter or text);
- including a message with your online or paper statement; or
- sending you a secure message or notice in Internet Bank or Banking app (if you are a registered user)

and you will be given at least 30 days' notice of the change. If we withdraw your cover under this paragraph you will be given 60 days' notice.

## **What you can do if we make a change**

If you're not happy with a change we or Nationwide tell you about in advance and you decide you want to cancel your insurance cover, you will need to close your Nationwide FlexPlus current account. If you tell Nationwide you are closing your FlexPlus current account for that reason you can take all your money out and close or switch the account without charge, provided you tell Nationwide within 60 days of the date you are told about the change. If you close your account, any money that you owe (including the payment of interest) will continue to apply until you have repaid all of the money.



## Section D: Making a Complaint

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

There are several ways you can contact us:

Phone: **0344 209 0556**  
**0161 333 5910**

Email: **customer.solutions@theAA.com**

Post: Customer Solutions  
The Automobile Association  
Lambert House  
Stockport Road  
Cheadle, Cheshire  
SK8 2DY

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

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

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

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

There are several ways you can contact them:

Phone: **0800 023 4567** or **0300 123 9 123**

Website: **www.financial-ombudsman.org.uk**

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

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

## Section E: Financial Services Compensation Scheme

Onward Travel, which is provided by Acromas Insurance Company Limited and AA Accident Assist, which is provided by AA Underwriting Insurance Company Limited are covered by the FSCS.

As you have Onward Travel you may be entitled to compensation from the FSCS if Acromas Insurance Company Limited cannot meet its obligations in relation to that cover. Likewise, as you have AA Accident Assist you may be entitled to compensation from the FSCS if AA Underwriting Insurance Company Limited cannot meet its obligations in relation to that cover. The entitlement to compensation will depend on the type of business and the circumstances of the claim. General insurance (such as Onward Travel and AA Accident Assist ), provided by a regulated insurer such as Acromas Insurance Company Limited for Onward Travel and AA Underwriting Insurance Company Ltd for AA Accident Assist ) is covered for 90% of the claim, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone **0800 678 1100** or **0207 741 4100**.

Roadside, National Recovery and At Home are provided by Automobile Association Developments Limited (trading as AA Breakdown Services) and the cover provided by this company does not fall within the FSCS.

## Section F: Fraud

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

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

We may:

- treat your policy as if it never existed from the date of the fraud or misrepresentation and retain any premium you have paid for this policy.
- serve you a 7 day notice of cancellation on all other policies that you hold with them; and
- pass details to the Police and fraud prevention agencies; or
- Refuse to pay the whole of your claim if any way fraudulent, false or exaggerated and recover from you any costs that have been incurred.

## Section G: Which law applies

Your UK & European Breakdown Assistance Cover and these Terms & Conditions are governed and should be interpreted by the laws of England and Wales. The EEA State, for the purpose of UK & European Breakdown Assistance Cover, is the United Kingdom. The Terms & Conditions are written in English and all correspondence entered into shall be in English.

## Section H: Communications

Nationwide are able to provide this document in Braille, large print or audio format upon request. Your local branch will arrange this for you or you can contact Nationwide on **03457 30 20 11**.

## Section I: How we use your personal information

### AA use of your personal data

This short form privacy notice provides a summary of how your personal data is used by the AA Group. The data controllers of our Roadside policies and products are the Automobile Association Insurance Services Limited (which sells you the policy), Automobile Association Developments Limited (which provides the services to you).

For full details please visit our privacy notice at <https://www.theaa.com/privacy-notice-breakdown-services>. The privacy notice sets out full details about how we use your information and include the contact details of the Data Protection Officer.

We may update those privacy notices from time to time.

### Personal data we hold, use and the reasons for processing

We collect and use your personal data to provide you with Roadside assistance, to develop new products and services and to review and improve current products and services, to comply with legal and regulatory obligations and requirements, helping us improve products or services, improve the operating of our businesses, to share information with business partners in order to provide our products and services or operating our business, and to enable other group companies to perform any of the above purposes. These uses are generally needed to provide the services to you and for our legitimate interest.

### Disclosures and Transfers

We share your information within the AA Group companies, and our suppliers and business partners, as well as government organisations where required for the reasons described above.

There might be instances where the AA rely on third parties, such as service providers that are based outside UK or EEA, to support our businesses and the Roadside assistance products. Where there is access to data from international locations we have appropriate contractual safeguards in place.

## Your rights

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

You have the right to be informed about the processing of your personal information; to have your personal information corrected; to object to processing; to request restriction of processing; to have your personal information erased; to request access to your personal information and how we process it; to move, copy or transfer your personal information; and rights in relation to automated decision making which has a legal effect or otherwise significantly affects you.

For full details on how we use your information, please see the full privacy notice for the AA using the link on previous page.

## Section J: Use of your information by Nationwide

This is a summary of how Nationwide uses your personal information, if you'd like a more detailed explanation, please see Nationwide's full privacy statement "How Nationwide uses your information", available in branch or online at [nationwide.co.uk/privacy](https://nationwide.co.uk/privacy)

1. We collect and use your information so we can offer and manage your accounts, confirm your ID, prevent fraud, provide services to you, collect and recover debt and run our business.
2. We share your information as necessary within Nationwide, with our suppliers and with any third parties you've asked to act on your behalf. Information is shared with our insurance partners when applying for a Nationwide insurance product or it is a benefit of your account (e.g. FlexPlus).
3. If the law requires or allows us to, we'll also share information as necessary with other organisations. This includes credit reference agencies, fraud prevention agencies and other government bodies, regulators and law enforcement agencies.
4. When we share your information with credit reference agencies they'll use this to check your credit rating, along with the other details you've given us. These checks are part of most account application processes – however, they will leave a record on your credit file that other lenders can see. This might affect your ability to get credit elsewhere for a short while.
5. When we share your information with fraud prevention agencies they will use the data to prevent fraud and money laundering and verify your identity. If we believe someone poses a fraud or money laundering risk, we may refuse to provide the product they have asked for and we may also stop providing services they already have. The fraud prevention agencies will keep a record of any fraud or money laundering risk and this could mean that other organisations may refuse to provide services, financing or employment.
6. When we transfer information to third parties and organisations, whether inside or outside the UK, we'll make sure we only give them information that's necessary and that your data will stay secure.
7. We only use your information if we have a legal basis to do so, for example, if you have given us consent or if we need to use the information to meet our obligations to you in our terms and conditions. We may also use your information if necessary to comply with the law or to carry out our legitimate business interests.
8. You have certain rights when it comes to your personal information including the right to access your data. Further details on these rights and who to contact are available in branch or online at [nationwide.co.uk/privacy](https://nationwide.co.uk/privacy)





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**Just ask in branch**

Call **0800 11 88 55**

Visit **[nationwide.co.uk/current-accounts](https://nationwide.co.uk/current-accounts)**



Nationwide cares about the environment - this literature is printed in the UK with biodegradable vegetable inks on paper from FSC<sup>®</sup> certified and other controlled material.

If you'd like a copy of any documents in Braille, large print or on audio format, we'll be happy to arrange this. Just ask your local branch or call us on **03457 30 20 11**.

- you can call us direct in text on 0800 37 80 01.
- you can also call us via BT Text Relay and their Next Generation service by dialling **18001**, followed by the phone number you want to ring.

**FlexPlus UK & European Breakdown Assistance** is provided by three different insurers:

- Roadside Assistance, At Home and National Recovery are provided by Automobile Association Developments Limited (trading as AA Breakdown Services). Registered office: Fanum House, Basing View, Basingstoke RG21 4EA. Registered in England and Wales Number: 01878835.
- Onward Travel and European Breakdown Cover are underwritten by Acromas Insurance Company Limited. Registered office: 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar).
- Accident Assist is underwritten by AA Underwriting Insurance Company Limited. Registered office First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. Registered Number 106606 (Gibraltar).

Nationwide Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 106078. You can confirm our registration on the FCA's website **[fca.org.uk](https://www.fca.org.uk)**

**Nationwide Building Society**. Head Office: Nationwide House, Pipers Way, Swindon, Wiltshire SN38 1NW.

**P4000** (January 2022)