

# **Fleet Europe**

## Terms & Conditions Booklet

May 2018



## Welcome to Fleet Europe

### Welcome to the AA and thank you for purchasing Fleet Europe.

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

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

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

We will provide breakdown cover in Europe against loss, damage or liability subject to the terms, conditions and exclusions contained in this booklet, please read it carefully.

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

### Please see page 3 for what to do if you have broken down and need assistance.

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

## Contents

### BREAKDOWN CONTACT NUMBERS

<b>Demands and needs</b> .....	4
<b>Declaration</b> .....	4
<b>What to do if you need assistance</b> .....	4
<b>Checklist – before you travel</b> .....	6
<b>Breakdown contact numbers</b> .....	6
<b>Definitions</b> .....	7

### POLICY BENEFITS AND LIMITATIONS

Types of insurance and Fleet Europe .....	7
Key features and benefits .....	8
Claim limits .....	8
Geographical limits .....	8
Vehicle Specifications .....	9

### SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS .....

### CANCELLATIONS .....

### ANNUAL POLICY AUTOMATIC RENEWALS .....

### TERMS AND CONDITIONS

1: Roadside assistance and emergency repair .....	12
2: Location and despatch of spare parts .....	13
3: Alternative travel arrangements .....	13
4: Emergency accommodation .....	14
5: Vehicle recovery to the UK .....	14
6: Legal Benefit .....	15
<b>General Terms &amp; Conditions</b> .....	17
<b>Making a claim</b> .....	18
<b>Compliments and complaints procedure</b> .....	19
<b>Use of your Personal data</b> .....	20
<b>AA company details</b> .....	25

### USEFUL CONTACT INFORMATION .....

## DEMANDS AND NEEDS

### Fleet Europe

Fleet Europe provides you with breakdown cover when travelling in Europe against loss, damage or liability, subject the terms, conditions and exclusions contained in this booklet. Your Statement of Insurance shows the details of the cover you have selected. The choice you have made depends on your personal circumstances and therefore, please check your statement to ensure that the cover you have chosen will meet your needs.

Cover level	Customer Needs
Fleet Europe	Customers who need services such as; Claims support and contribution, English Speaking Assistance, Roadside Assistance and Emergency Repair, Spare Parts, Alternative Travel arrangements, Emergency Accommodation, Vehicle recovery and Legal Benefits when travelling in Europe.

## DECLARATION

### You must be able to make the following declaration at the time of taking out Fleet Europe.

As far as I know the following is true:

- My vehicles are eligible for Fleet Europe and have been regularly serviced and maintained according to the manufacturer's instructions and I am not aware of any electrical, mechanical or other vehicle problem which may interrupt my trip;
- If my vehicles are specially adapted for me or for any member of my Party, I will make the AA aware of this before travel;
- If I intend to tow a trailer or caravan, I have made the AA aware of this and paid the additional supplement.

If you cannot agree with this declaration when you take out Fleet Europe, you must phone the AA on 0800 55 11 88 (option 1). If you cannot contact us at the time of buying Fleet Europe, you must contact us within 14 days of purchase.

If circumstances change after you have taken out Fleet Europe, but before travel, and you can no longer agree with the declaration, you must contact us immediately on 0800 55 11 88.

### Important Note

You must use reasonable care to give us the information we have requested and not to misrepresent any facts We ask for in the declaration and which could affect this insurance. If You do not, Your vehicles may not be fully covered. In particular, You must give Us any information which may influence Our decision to provide or continue Fleet Europe. If You are not sure whether We need to know a particular fact, please contact Us. In addition, You must take responsibility for information given by the Driver and actions taken by the Driver, acting on behalf of the company or organisation.

## WHAT DO TO IF YOU NEED ASSISTANCE

### Before calling for assistance:

- If possible try and stop in a safe place out of the way of traffic.
- Switch on hazard warning lights and sidelights.
- Put on high visibility jacket where legally required (see theAA.com/motoring\_advice/overseas for further information).
- Place a warning triangle behind the 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.
- Get all occupants to a place of safety away from moving traffic.

### What to do on a French motorway:

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

What to do if you break down:

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

PLEASE NOTE that it is compulsory in France to travel with the following items:

- Warning triangle
- Fluorescent high visibility vest
- Self-test breathalyser

Please see theAA.com/motoring\_advice/overseas for further details on various European driving requirements.

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

Call the AA's 24-hour helpline for assistance. It is important that your drivers contact the AA helpline if assistance is required. If a garage is contacted direct, You will have to settle their bill and we will not be obliged to reimburse You.

### In the event of an accident

In the event of a road traffic accident, the motor vehicle insurance details must be supplied to us when we ask for this information. 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 us with the details of valid motor vehicle insurance when we ask you for this information, we reserve the right not to arrange assistance for you.

### Please be ready to tell us:

- The Fleet Europe Policy number, which appears on your Welcome Letter and driver breakdown cards.
- The exact location.
- A contact telephone number.
- The vehicle's make, model and registration number.
- Your driver must give us his/ her credit card details. These are only required for emergency vehicle hire or if you or your driver request us to make arrangements on your behalf which are not recovered by the policy or if arrangements exceed policy limits.

### Driving Licence

The driver's 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, together with paper counterpart, if a photocard licence is held.

Your drivers will need to quote a valid policy number or booking reference when contacting us for assistance, and we reserve the right to refuse to arrange assistance if they are unable to do so.

## Checklist – before travel

Please familiarise yourself with your Fleet Europe policy and check that the cover details are correct. The Vehicle drivers should have a copy of the Driver Guide (please call us on 0800 55 11 88 (option 1) if you need additional Driver Guides).

Make sure that Your drivers travel with the following original documents and other items:

### Required items

- Credit Card (Required if a driver needs to take advantage of the vehicle hire benefit)
- Motor Insurance Certificate/Green Card (contact your motor insurer before taking a vehicle out of the UK to find out if a Green Card is required or if you wish to upgrade to fully comprehensive insurance)
- Driving licence (including paper counterpart if photocard licence)
- International driving permit (where necessary)
- Vehicle registration document (V5) or hired/leased certificate (VE103) if applicable, plus letter of authority if vehicle is hired or borrowed.
- Passport

### Advisable items and further information

- Spare set of car keys
- Visit [theAA.com/motoring\\_advice/overseas](http://theAA.com/motoring_advice/overseas) (for further information on legal requirements and advice on driving abroad)
- Visit [AAtravelshop.co.uk](http://AAtravelshop.co.uk) (for the products you need when driving abroad)

## BREAKDOWN CONTACT NUMBERS

### 24 hour helpline calling from the UK, UK mobiles and abroad 00 800 42 43 24 44

(when dialling from within UK always dial 00 800 and not 0800)

When calling don't forget that dialling and ringing tones differ from country to country and that the 00 800 42 43 24 44 number may not work from some telephone networks. If you experience difficulties, please use the following numbers;

If in France calling on a French landline, call **04 72 17 12 03**  
From any other country/UK mobile phones **00 33 472 17 12 03**

### Call Charges and use of Public Telephones

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

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

Please note that the AA regrets that it cannot reimburse any telephone costs incurred by your drivers or other members of the Party.

## DEFINITIONS

**WE/US/OUR:** means Acromas Insurance Company Limited, the underwriters of Fleet Europe.

**YOU/YOUR:** means You or Your driver, as applicable, who has agreed to act on behalf of your organisation and is on the Trip.

**YOUR TRIP:** means the journey overseas in Your Vehicle within the Period of Entitlement, starting in the UK. We will only cover the Vehicle within the UK for a direct journey to or from Your Home, to or from (as applicable) the seaport or Eurotunnel terminal.

Northern Ireland to Republic of Ireland: Fleet Europe covers that part of the journey in the Vehicle within the Period of Entitlement which starts and ends in the Republic of Ireland. There is no entitlement for travel within Northern Ireland.

**VEHICLE/ VEHICLES:** means the vehicles that have been registered for Fleet Europe with the AA at the time of the relevant Breakdown or Accident. If You have paid the towing supplement We will also cover a towed trailer or caravan. All vehicles, including trailers and caravans, must be registered permanently in the UK, Isle of Man or Channel Islands and must comply with the "Vehicle Specifications" on page 8. Fleet Europe will only apply to vehicles which We have agreed to cover before commencement of Your Trip and in relation to which the appropriate premium and, if applicable, any relevant administration fee(s) have been paid (see also 'Vehicle Specifications' on page 8 and 'Significant and Unusual Exclusions or Limitations', clause 10 titled 'Vehicle Changes' on page 13).

**HOME:** means the Vehicles' permanent UK address, as stated in Your policy documentation.

**PERIOD OF ENTITLEMENT:** means the dates declared by You at the time of purchase and shown on the Welcome Letter which We or Our authorised agents have issued and validated. We may agree to extend the Period of Entitlement in order to get You Home or in the case of a one way trip, to Your original intended destination if Your return is unavoidably delayed due to a Breakdown or Accident.

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

**ACCIDENT:** means the unexpected complete immobilisation of a Vehicle due to a road traffic accident which affects the mobility or security of the Vehicle or renders it unsafe to drive.

**WESTERN EUROPE:** means United Kingdom, Isle of Man, Channel Islands, Republic of Ireland, Albania, Andorra, Austria, Belgium, Croatia, Czech Republic, Denmark, France, Germany, Gibraltar, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, Montenegro, Netherlands, Poland, Portugal, San Marino, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla) and Switzerland.

## POLICY BENEFITS AND LIMITATIONS

### Types of Insurance and Fleet Europe

Fleet Europe entitles an unlimited number of motoring trips to be made in Your Vehicle within the 12 month policy period specified on Your Welcome Pack.

Each individual trip must not exceed a maximum of 90 days. We calculate the length of each trip from the time of Your departure from Your registered Home address until You return Home to that address. You may make a maximum of three (3) claims per policy period.

There is an additional supplement of £45 (correct at time of going to print) for towing trailers and caravans under Annual Multi Trip. The maximum Party size is eight (8) persons.

### Duration of Fleet Europe

Fleet Europe provides You with cover over a 12 month period between the dates set out in Your Welcome Pack. However, no trip should exceed a maximum of 90 days.

## Key Features and Benefits

The table below is a Policy Summary of the key features, benefits and claim limits of Your policy. Full details of Fleet Europe, showing restrictions and limitations are shown in the separate sections on pages 12 – 16.

Benefits	
<b>Overall Claim Limit</b>	Overall claim limit of £2,000 per Party per trip (excluding unaccompanied vehicle recovery, legal benefit and, if purchased, optional Parts and Labour benefits).
<b>24 hour English Speaking Assistance</b>	Access to a 24 hour English Speaking call centre and translation assistance 7 days a week, 365 days a year.
<b>1. Roadside Assistance and Emergency Repair</b>	Emergency repair at the roadside or towage to nearest repairer.
<b>2. Location and Despatch of Spare Parts within Europe</b>	Location and despatch costs (parts not covered).
<b>3. Alternative Travel Arrangements</b>	Up to £1,200 per Party; vehicle hire limit £120 per day.
<b>4. Emergency Accommodation</b>	Up to £500 per Party; limit of £60 per person per night.
<b>5. Vehicle Recovery to the UK or Onward to Your Original Destination</b>	To recover Your Vehicle to the UK (but only where cost of recover does not exceed Your Vehicle's current market value) or Vehicle collection – one person's costs to collect after a repair overseas.
<b>6. Legal Benefit</b>	Up to £50,000 for costs of help and advice after a road traffic accident.

**Travel from Northern Ireland to the Republic of Ireland:** Fleet Europe for travel commencing from Home in Northern Ireland to the Republic of Ireland only begins when You reach the Republic of Ireland. There is no entitlement for travel within Northern Ireland.

Trips within the British Isles are restricted to journeys where Vehicles are taken overseas by waterborne craft and not for crossing estuaries and non-tidal waterways.

We reserve the right to amend the geographical limits of Fleet Europe in the event of areas becoming affected by war, civil disturbance, riot or radioactive contamination.

Please note: All claims limits are inclusive of any VAT.

For more detail on the benefits of Your policy, please see the 'Service Description' sections on pages 12 – 16.

### Transportation of animals

Please note that We are not obliged to arrange transportation for any animals. You are responsible at all times for making alternative arrangements for the transportation of any animal accompanying the Party. Please see clause 13 of the General Terms and Conditions on page 17.

## Claim Limits

We will accept a maximum of three (3) separate claims per Vehicle within the dates stated on Your Statement of Insurance.

If You reach the limit of three (3) separate claims on any Vehicle, We reserve the right to refuse to meet any further claims pertaining to the Vehicle and/or to refuse to provide any further assistance for the Vehicle during this Period of Entitlement and/or to refuse to offer renewal of Fleet Europe when it expires.

## Geographical limits

Fleet Europe is available in **Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey in Europe plus Uskudar, Ukraine and all Mediterranean islands.** If Your Vehicle travels outside the geographical limits of Your policy, You will not be covered for that portion of the trip.

## Vehicle Specifications

### 1. Vehicle Types

The following vehicle types are eligible:

#### a) Company-owned private cars and LCVs

Fleet Europe 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 below.

#### b) Trailers and Caravans (subject to payment of additional premium)

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

A towing supplement is payable.

We do Our best to find solutions to motoring problems, but We regret We cannot 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 repatriate a caravan or trailer together with the insured vehicle, if the insured vehicle cannot be repaired abroad by the return date.

If We cannot arrange repair of the trailer in Europe, We will only repatriate 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.

**NOTE:** We will not cover any costs relating to the transportation of personal effects, goods, vehicles, boats or other waterborne craft on or in Your Vehicles/trailers. We will also not consider any claim for loss resulting from damage to/loss of use of these items. Such items remain Your responsibility at all times.

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

**Any type of vehicle or trailer not mentioned in these Terms and Conditions is not eligible for Fleet Europe.**

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

We cover vehicles highlighted overleaf 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 We will be unable to recover Your property.

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

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

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

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

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

### 3. Vehicle Specifications

All vehicles must be under 15 years old, built to manufacturer's specifications, display a current tax disc, hold a current MOT certificate (where required), hold appropriate insurance for driving overseas and be in a roadworthy condition at the start of Your Trip. In the event of a claim We may require proof of the Vehicle's service history.

### 4. Vehicle Occupancy

The maximum persons in the 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.

## SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS

Fleet Europe is not an extension of Fleetwide benefits into Europe but is a separate insurance contract with Us subject to the Terms and Conditions as shown within this policy booklet.

### 1. Service providers

AA Patrols that is "AA" branded patrols who are employed by Automobile Association Developments Limited (trading as AA Breakdown Services) do not generally operate in Europe. Roadside assistance will usually be provided through a garage or, if You are visiting a country where a motoring organisation operates, We may arrange for a patrol of a local organisation to assist.

Service providers including garages, repairers, recovery operators, patrols of motoring organisations, car hire companies, etc are not approved by Us and do not act as Our agents We cannot be held liable for any acts or omissions of any such garages or other service providers.

We may arrange assistance for You in accordance with the terms of Fleet Europe and indemnify You for the costs involved subject to the terms and limitations of this policy. However, We do not actually provide the services (such as roadside assistance and vehicle repairs) and we are not liable for the acts and omissions of those who do. If You are dissatisfied with any work undertaken You should contact the relevant service supplier direct. If service has been provided by an AA Patrol You should contact Automobile Association Developments Limited.

#### Please note:

- Vehicle recovery is not AA Relay and vehicles will usually be brought back unaccompanied.
- National holidays and working hours vary throughout Europe and are different to the UK. This will impact on the assistance We are able to provide to You especially during busy periods.
- European garage mechanics and patrols are unlikely to speak English. Fleet Europe will provide a translation service for You. If You need help, ring the 24-hour AA European Operations Centre on 00 800 42 43 24 44.

### 2. Cost of repairs and replacement parts

- Any advice regarding the cost of repairs provided by the AA European Operations Centre will be indicative only and it is Your responsibility to ensure You have received and understood the quotation given by the repairer before agreeing to any work to be carried out. Any contract for repair will be between You and the repairer. Only the repairer has legal responsibility to You for the performance and quality of the repairs, including repairs at the roadside. We do not have any liability for the acts and omissions of the repairer, even if We pay for the repairs in part or in full.
- If spare parts are not available locally, this will impact on the time taken for a repair.

### 3. Mechanical Warranty

You must advise Us if Your Vehicles have a mechanical warranty. While We 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 the Vehicle warranty.

### 4. Average Recovery time to the UK

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 other destinations such as, without restriction, Scandinavia or the Balkan Peninsula, recovery may take longer.

### 5. Personal luggage and equipment

Providing the trailer and goods meet the size restrictions on page 9, We will arrange for the trailer and its contents to be repatriated. Please note that We will not cover any costs relating to the transportation of personal effects, goods, vehicles, boats or other waterborne craft on or in Your Vehicles/trailers. We will also not consider any claims for loss resulting from damage to/loss of use of these items. Such items remain Your responsibility at all times, or the responsibility of Your Driver.

### 6. Travelling with Pets

We will not cover any additional costs incurred as a consequence of an animal travelling with You or Your Party.

### 7. Replacement vehicles

While We will try to source a replacement vehicle that meets Your needs, We cannot guarantee replacement vehicles of a specific make, model or type. Please see page 15 for details. Arrangements for vehicle hire cannot be made without a credit card.

### 8. Service Liability

We shall not be liable to You/ Your Driver for any loss or damage caused by Us, Our employees or agents where:

- a. there is no breach of a legal duty owed to You/ The Driver or the Party by Us or Our employees or agents;
- b. such loss or damage is not a reasonably foreseeable result of such breach;

- c. any such loss or damage or increase in the same, results from any breach or omission by You/ the Driver or member of the Party.

We shall not in any event, be liable for losses relating to any business or other interests You/ the Driver or a member of the 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.

Nothing shall limit Our liability to You in respect of death or serious injury caused by Our negligence.

### 9. Motor Vehicle Insurance

Fleet Europe is not motor vehicle insurance. It is Your responsibility as an organisation to check with Your motor insurers to extend Your motor vehicle insurance to provide comprehensive overseas cover. Failure to do so may reduce Your cover to the national legal minimum level of motor insurance in the countries You are visiting.

In the event of a road traffic Accident, You must supply Your motor vehicle insurance details to Us when We ask for this information. The Accident must be reported to the insurer by the policyholder as instructions for the repair or recovery of the vehicle can only be taken from the insurer.

### 10. Vehicle Changes

You must inform Us if the Vehicles You intend to take on Your Trip differ from the Vehicles stated on Your Statement of Insurance. You must inform Us of the change in vehicle prior to commencement of Your Trip.

## CANCELLATIONS

You have the right to cancel Fleet Europe within 14 days ('the cooling off period') commencing either from the agreement of the contract (which is the renewal date when renewing Fleetwide) or the receipt of the policy documents, whichever happens later. The following refund policy will apply for cancellations within the cooling off period:

- a) If You cancel during the cooling off period and before the stated departure date You will be entitled to a full refund of Your premium.
- b) If You cancel during the cooling off period, but on or after the stated departure date, You will:
  - i) If You have purchased a policy of more than one month's duration, be entitled to a refund of Your premium.
  - ii) If You have purchased a policy of less than one month's duration, have no right to a refund.

If You wish to cancel after the cooling off period has expired, subject to any relevant statutory rights You may have, We will not be obliged to give refunds for any unexpired portions of Fleet Europe.

If You would like to cancel Your policy, please phone Us on **0800 55 11 88** and return Your policy documents to:

AA Business Services  
Swallowfield One  
Wolverhampton Road  
Oldbury  
BA69 2AG

## ANNUAL POLICY AUTOMATIC RENEWALS

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

We will send You a written reminder in advance of Your renewal date to advise You of the premium and any changes to Fleet Europe that will take effect at renewal. If You do not want Your Fleet Europe to renew on this basis, or would like to make any changes to Your policy, You should contact Us at least 7 days prior to renewal on 0800 55 11 88.

### What happens if as a result of an Accident or Breakdown my policy has expired?

Please also advise Us if any claims have been incurred under Fleet Europe while You have been abroad. Fleet Europe is extended automatically without charge if You are prevented from returning Home as planned due to an incident insured against by this policy.



## TERMS AND CONDITIONS

If Your Vehicle is stranded on the highway as a result of Breakdown or Accident, Fleet Europe will provide, within the Geographical Limits, subject to all relevant terms, conditions and exclusions contained in this booklet, for the arrangement of emergency roadside assistance and, where appropriate, vehicle recovery to the UK, emergency alternative travel or emergency accommodation assistance and legal benefits for You/ Your driver and the rest of the Party.

### 1. Roadside assistance and emergency repair

#### WHAT WE WILL COVER

We will arrange emergency help and Fleet Europe costs for emergency roadside repair or towage to a local repairer.

#### WHAT WE WILL NOT COVER

1. Any costs for labour that are not incurred at the roadside.
2. Any costs for replacement part(s), tyres, body glass, fuel, lubricants or other fluids, keys or materials.
3. Any costs for a locksmith, body glass, tyres, keys or other specialist. If We consider that their services are needed, We will seek to arrange this on Your behalf, but will not pay for the cost of the call out nor any repair.
4. Any further assistance for the incident, if the use of a locksmith or other specialist will mobilise the vehicle.
5. 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.
6. Any costs resulting from failure to maintain or service the vehicle in accordance with manufacturer guidelines.
7. Any costs incurred because You are not carrying or are unable to despatch 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).
8. Any costs covered under Your Vehicle's warranty.
9. Any costs incurred where the vehicle is overloaded, used in rallying, off-road driving or in the Nürburgring or used in motor sports.
10. Any matter excluded from Fleet Europe under the General Terms and Conditions set out on pages 20 – 22, for example, but without limitation, any emergency assistance required following Breakdown or Accident where the need for such assistance arises in the circumstances specified in clause 7 of the General Terms and Conditions.

#### NOTES

- a. We will not be liable for repair delays caused by the unavailability of vehicle documentation or other paperwork required by overseas repairers before repairs are authorised.
- b. If We cannot arrange for a garage to accept Our guarantee of costs, We will ask You/ Your driver to pay for any repairs undertaken at the time and reclaim Fleet Europe insured costs when the Vehicle returns Home.
- c. We cannot guarantee that any tow to a local repairer will be within opening hours or that the repairer will be available to undertake any necessary repair immediately.
- d. We do not have any responsibility to You for the acts or omissions of the providers of breakdown assistance services or repair services. Only the service provider will have legal responsibility to You for the performance and quality of the services, including repairs at the roadside, towing to a local repairer or repairs at a local repairer. 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.
- e. If You insist on authorising lengthy or expensive repairs contrary to Our advice, We reserve the right to refuse any further service under any part of this insurance.
- f. We will only seek to arrange a guarantee of costs within the limits We cover and You/ Your driver will have to pay the repairing garage for extra costs and the costs of parts.
- g. Any advice regarding the cost of repairs provided by the AA Helpline 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.
- h. Repair costs can vary from, and may be higher than, those in the UK.
- i. Before the bill is paid and the Vehicle is taken away from the garage, the work should be checked carefully by Your Driver to make sure it is satisfactory. Report any problem to Us immediately, while the Vehicle is still overseas, as it may be very difficult for You to have a faulty repair corrected or to get any redress after the bill has been paid and the Vehicle has been returned Home.
- j. If the garage cannot complete the repairs within eight (8) hours or until after Your planned return Home, You must contact Us to discuss Your options. You must keep in touch with Us to confirm any further entitlements under the benefits.
- k. If Your Vehicle has left the highway and assistance is requested when it is in a ditch, standing on soft ground, sand or shingle, or stuck in water or snow, any recovery to a place of safety We arrange for You will be at Your cost.

### 2. Location and despatch of spare parts

#### WHAT WE WILL COVER

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

#### WHAT WE WILL NOT COVER

1. Any costs for replacement part(s), tyres, body glass, fuel, lubricants or other fluids, keys or other materials.
2. Anything mentioned as not covered under **1. Roadside assistance and emergency repair**.
3. Any matter excluded from Fleet Europe under the General Terms and Conditions set out on pages 20 – 22, for example, but without limitation, any emergency assistance required following Breakdown or Accident where the need for such assistance arises in the circumstances specified in clause 7 of the General Terms and Conditions.

#### NOTES

- a. We will ask You or Your driver to pay for any spare part(s) at the time they are ordered for You.
- b. We cannot guarantee that spare part(s) will be available, especially for older vehicles, where parts may be impossible to locate.
- c. We are not liable for variations in the cost of spare parts located overseas.
- d. Standard UK spare parts may not be available locally and delays may occur in location and delivery from the UK.

### 3. Alternative travel arrangements

If the repairer estimates that the repairs to Your Vehicle will take more than eight (8) hours, We will cover reasonable and necessary costs for alternative travel as set out below.

#### WHAT WE WILL COVER

Additional expenses from one or a combination of:

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

Overall limit a-e is up to £1,200 per Party, per trip.

#### WHAT WE WILL NOT COVER

1. Any additional charges arising from use of the hire vehicle such as fuel costs, any insurance excess charges, or additional hire costs if the vehicle is kept for longer than the period of hire agreed with Us. You must pay these costs direct to the hirer.
2. Any additional charges made by the airline including but not limited to excess baggage.
3. (In connection with any contribution made by Us under paragraph a. above). Any contribution towards the cost of motor insurance cover for an alternative hire vehicle which is over and above the relevant minimum legally required cover for the territory or territories concerned. We strongly recommend You consider purchasing (at Your own expense) additional insurance and, for example, without restriction, purchase Collision Damage Waiver, if offered by the hirer.
4. Any costs incurred if You or Your Driver leave a hire car at a different location to the one agreed with Us or the hire company.
5. Any costs incurred following Your Vehicle's return to the Home address in the UK.
6. Any additional costs incurred for Your pet(s).
7. Anything mentioned as not covered under **1. Roadside assistance and emergency repair**.
8. Any matter excluded from Fleet Europe under the General Terms and Conditions set out on pages 17, for example, but without limitation, any emergency assistance required following Breakdown or Accident where the need for such assistance arises in the circumstances specified in clause 7 of the General Terms and Conditions.

#### NOTES

- a. We cannot guarantee car hire availability or equivalent replacement for Your Vehicle. Multi purpose vehicles, four wheel drive vehicles, minibuses, vans, motorcycles and vehicles with automatic transmission in particular are difficult to hire.
- b. We cannot guarantee replacement vehicles can be supplied with a tow bar, and therefore Your caravan or trailer may be recovered with Your immobilised vehicle.
- c. We cannot arrange a replacement mobile caravan or trailer nor can We arrange for replacement roof boxes. Personal effects, goods, vehicles, boats or other waterborne craft carried in or on Your Vehicle, caravan or trailer remain Your responsibility at all times.
- d. Unless We agree otherwise with You, We will only cover hire car costs where We have arranged the hire. We cannot guarantee that hire cars will be available in all circumstances. You/Your driver must be able to comply with the hirer's terms and conditions, which will include:

- production of a full driving licence including any endorsements, valid at the time of issue of the hire vehicle (some companies may require additional information). If You have a photocard style licence, You must carry the paper counterpart (D740) as well.
  - production of a credit card. Arrangements for a hire car cannot be made without one (see also the note on page 3 concerning credit cards).
  - 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.
- e. If the Vehicle is an MPV or similar, We may have to arrange two hire cars. Otherwise We will make alternative travel arrangements.
  - f. 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/ Your driver 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.
  - g. 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/ Your driver do not follow Our, or the hirer's instructions, You must pay any additional costs You incur.
  - h. If We have arranged car hire for the journey Home, a vehicle hired abroad cannot be used for any part of the journey in the UK; a second UK registered vehicle will be arranged for this part of the trip.
  - i. For car hire or other alternative travel costs, wherever possible We will arrange and pay costs within the above overall limit. If the hirer will not accept Our guarantee, We will ask Your driver to pay and make a claim for these costs on Your return Home.
  - j. If Your Vehicle is specially adapted for You or Your Party's needs it is unlikely that We will be able to locate a similarly adapted vehicle overseas. We will seek with You to find a suitable alternative method of travel, within the benefit limit.
  - k. If the repairer estimates that repairs to Your Vehicle will take more than 8 hours, We will cover Your reasonable and necessary costs for additional emergency accommodation as set out below.

#### 4. Emergency accommodation

##### WHAT WE WILL COVER

Additional costs over and above those You have budgeted for, for overnight accommodation up to £60 per person, per night to a total maximum of £500 per Party, per trip.

##### WHAT WE WILL NOT COVER

1. Meals, drinks, telephone calls and newspapers or any other costs incurred by You/Your driver or Your Party. These costs must be settled direct with the hotel before leaving.
2. Costs which would have been paid, had no problem with Your Vehicle occurred.
3. Costs where the need for accommodation arises from the transport of any animal.
4. Costs for any animal's emergency accommodation.
5. Anything mentioned as not covered under 1. Roadside assistance and emergency repair.
6. Any matter excluded from Fleet Europe under the General Terms and Conditions set out on pages 17, for example, but without limitation, any additional emergency accommodation required following Breakdown or Accident where the need for such assistance arises in the circumstances specified in clause 7 of the General Terms and Conditions.

##### NOTES

- a. We will arrange and pay costs wherever possible. Where Our guarantee is not accepted, You/Your driver should pay and make a claim for these costs on Your return Home.

#### 5. Vehicle recovery to the UK or onward to Your original destination

If repairs cannot be completed in time for the planned return Home.

##### WHAT WE WILL COVER

The cost of unaccompanied recovery for Your Vehicle, up to its current market value, to a single destination being either a) the Vehicle's permanent Home address or b) Your nominated vehicle repairer in the UK. This policy benefit is conditional on Us arranging recovery or agreeing in advance to the method of recovery.

We will also cover any reasonable storage charges up to £120 incurred in recovery providing You/Your driver have made every reasonable attempt to organise for Your Vehicle to be returned Home.

We may, at Our discretion and depending on circumstances, arrange and agree with You an alternative method of recovery and cover reasonable costs, as follows:

- If repairs are started but not completed before the planned return Home, We may arrange with You and pay for one person's reasonable travel and accommodation costs to go directly overseas to collect Your Vehicle.

##### WHAT WE WILL NOT COVER

1. Recovery of Your Vehicle if We calculate it to be beyond commercial economic repair. We will never pay more than the value of the vehicle to bring it Home. If We advise that Your Vehicle is beyond commercial economic repair, We will give You up to eight (8) weeks after the original incident to agree suitable alternative arrangements with Us for the recovery or disposal of Your Vehicle. If We have no agreement after eight (8) weeks, We will consider You have authorised Us to dispose of Your Vehicle.
2. Recovery where Your Vehicle only needs minor or inexpensive repairs, this is repairs costing £400 or less,

inclusive of VAT. We may agree vehicle collection with You in these circumstances if repairs cannot be completed by Your booked return date.

3. If You choose to have Your Vehicle recovered onward to the original destination there will be no entitlement to any further recovery assistance for the full duration of that trip.
4. Recovery where the local garage indicates that it can complete repairs before the return date.
5. Recovery costs for a vehicle if nobody in the Party is fit to drive.
6. Repatriation costs for the Party if nobody in the Party is fit to drive. In such circumstances, repatriation arrangements must be made for You/ Your driver by Your/ Your driver's personal travel insurer.
7. Any losses resulting from delay in recovering Your Vehicle.
8. The cost of additional transit risk insurance. You should contact Your motor vehicle insurers to ensure You have any additional cover required.
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. Separate transportation costs for personal effects, goods, vehicles, boats or other waterborne craft carried in or on Your Vehicle/trailer. These remain Your responsibility at all times.
12. Any repair costs after We have recovered Your Vehicle to the Home address, chosen garage in the UK, or the original destination.
13. Any claim for vehicle collection costs where the overseas garage has not started the necessary repairs to put Your Vehicle back on the road before the return Home.
14. Any additional costs incurred for Your pets.
15. Anything mentioned as not covered under **1. Roadside assistance and emergency repair**.
16. Any matter excluded from Fleet Europe under the General Terms and Conditions set out on pages 17, for example, but without limitation, any emergency assistance required following Breakdown or Accident where the need for such assistance arises in the circumstances specified in clause 7 of the General Terms and Conditions.

##### NOTES

- a. 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 those circumstances, it is most unlikely that the garage would accept any responsibility.
- b. The luggage in Your Vehicle always remains Your responsibility and any items left with Your Vehicle for recovery are left at Your own risk.
- c. The cost of recovery is limited to the current market value of Your Vehicle (calculated with reference to recognised trade guide books and the UK market). If We have any doubt as to whether Your Vehicle will be economic to repair We reserve the right to arrange a vehicle inspection.
- d. If Your Vehicle has been involved in an Accident which could be subject to a claim involving Your motor vehicle insurers, We reserve the right to obtain their formal agreement before We arrange the recovery of Your Vehicle and to negotiate with them to reclaim a proportion of the costs incurred.
- e. 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 from other destinations, such as, without restriction, Scandinavia or the Balkan Peninsula, recovery may well take longer.
- f. Before the Vehicle is left for recovery, all valuables should be removed and anything left in Your Vehicle should be safely stowed. There is no duty-free allowance on an unaccompanied vehicle being recovered -any dutiable items must be taken by You/ Your driver.
- g. Keys (including those for trailers, caravans or roof boxes) should be left in a safe place with Your Vehicle, as Customs may need to unlock and inspect the Vehicle(s).
- h. 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.
- i. While We will seek to arrange return of Your Vehicle, Your driver, Your Party and any pets home together by the most suitable means, where this is practical and possible, We cannot be liable for any additional costs incurred for pets.
- j. It is Your responsibility to ensure that Your pet meets the mandatory restrictions of the PETS Travel Scheme at all times.

#### 6. Legal Benefit

If Your Vehicle is involved in a road traffic Accident overseas.

##### WHAT WE WILL COVER

Up to £50,000 in total per Party for overseas legal expenses incurred as follows:

The reasonable cost of representation (Court, lawyers' fees and witness expenses) in an overseas court by a lawyer designated by Us in relation to the defence of a motoring offence allegation brought against You/ Your driver or a member of Your Party involving Your Vehicle and where in Our absolute discretion there is a reasonable prospect of a successful defence.

The reasonable cost of pursuance of uninsured loss claims against third parties arising from a road traffic Accident



involving You/ Your driver or a member of Your Party while using Your Vehicle, to cover:

- Court fees, lawyers' fees, medical and/or dental report fees and expert witness fees, and
- Reasonable travel and accommodation expenses, up to a maximum of £250 per person, where such expenses are not otherwise recoverable and necessarily incurred by You/ Your driver or a member of Your Party required by a court or for an insurer to attend overseas in connection with the claim or incident giving rise to it.

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

#### WHAT WE WILL NOT COVER

1. Any claim reported to Us more than 180 days after the event giving rise to the claim.
2. Any claims arising from off-road racing, motor competitions, pacemaking, racing or overloading or any costs of delay or confiscation by Customs or other officials or import dues.
3. Claims being pursued under AA Travel Insurance Legal Expenses, or any other insurance.
4. Fines, damages or costs awarded against You/ Your driver or a member of Your Party.
5. Assistance, financial or otherwise, in endeavouring to obtain satisfaction of any judgement or binding decision.
6. Assistance, defence or negotiation of claims made against You/ Your driver or Your Party including but not limited to any claim made by any member of Your Party against another member of Your Party or against Us.
7. Any matter excluded from Fleet Europe under the General Terms and Conditions set out on pages 17, for example, but without limitation, any emergency assistance required following Breakdown or Accident where the need for such assistance arises in the circumstances specified in clause 7 of the General Terms and Conditions.

#### TERMS RELATING TO LEGAL BENEFIT COVER

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

#### NOTE

Notwithstanding the terms relating to legal benefit cover above, We may in certain circumstances, at Our sole and absolute discretion, provide You or Your Party with legal costs and expenses not falling within that cover.

## GENERAL TERMS AND CONDITIONS

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 We offer.
2. You must have purchased Fleet Europe prior to travel overseas and provided Us with any details We require. We will provide cover for the dates and size of Party declared by You at the time of purchase and shown on Your Statement of Insurance. Alterations to Fleet Europe are not valid unless confirmed in writing by Us or Our authorised agent.
3. Fleet Europe only entitles You to the benefits expressly specified as being available under the particular level of Fleet Europe purchased.
4. While We seek to arrange for provision of the benefits under Your policy at all times, this may not always be possible – for example, when We are faced with circumstances outside Our reasonable 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.
5. We, Our employees or agents, shall not be liable to You for any loss or damage caused by Us, 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 Our employees or agents;
  - b. such loss or damage is not a reasonably foreseeable result of such breach;
  - c. any such loss or damage or increase in the same, results from any breach or omission by You or member of Your Party.

We, Our employees and agents, shall not in any event, be liable for losses relating to any business interests You or a member of Your Party may have including, without limitation, lost data, lost profit, loss of opportunity or of business or for business interruption, lost contracts, revenue or anticipated savings.

Please also pay careful attention to the note on page 9, Significant and Unusual Exclusions or Limitations – regarding the nature of Our relationship with the third Party service providers.

6. We have the right to refuse to provide service where We consider that You or any member of Your Party is behaving or has behaved in a threatening or abusive manner to Our employees, patrols or agents, or to any third Party contractor and We reserve the right to invalidate Fleet Europe at any time if, in Our opinion, You have misused services provided under Fleet Europe.
7. We will not cover anyone in Your Party for any claims arising directly or indirectly from:
  - a. psychotic mental illness; being under the influence of drink or drugs (except as prescribed by a doctor);
  - b. alcoholism, drug addiction, solvent abuse, wilful exposure to risk (unless trying to save someone's life);
  - c. engaging in professional or organised sports or hazardous pursuits;
  - d. direct or indirect consequences of terrorist activity, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), revolution, insurrection, military or usurped power;
  - e. having an Accident whilst engaged in paid manual work or hazardous occupation of any kind;
  - f. the negligent acts of You or Your Party;
  - g. any failure to take all reasonable steps to minimise any loss;
  - h. any payment which You would normally have made, if nothing had gone wrong.
8. Nothing shall restrict or limit Our liability for death or personal injury in the event of Our negligence.
9. 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.
10. The headings used in this booklet are for convenience only and shall not affect the interpretation of its contents.
11. We have chosen that the law of England and Wales apply to this policy and this law will apply unless the policyholder has asked for another law to apply and We have agreed to it before the start of the agreement. This agreement is subject to the non-exclusive jurisdiction of the English Courts. This policy and all correspondence shall be written in English.
12. If at the time of making a claim You have any policy covering the same risk You are obliged to advise Us of this, and We are entitled to contact the Insurer for a contribution.
13. We will not cover any additional costs incurred as a consequence of an animal travelling with You or Your Party.
14. Any claim that You, anybody insured by this policy or anyone acting for You, knowingly makes under the policy:
  - that is found to be false, fraudulently inflated or supported by false documents; or
  - where loss, damage or injury is caused by Your or their wilful act or connivance; or
  - having failed to disclose or knowingly withheld any relevant information; or
  - having obtained services or goods dishonestly; or
  - having conspired with another to make a false report.

These claims will be investigated and may be prosecuted by Acromas Insurance Company Limited. Details will be passed to the police and fraud prevention agencies. All eligibility under the policy will be forfeited.

## MAKING A CLAIM

Calls may be recorded or monitored for training purposes or to improve the quality of Our service.

Whilst We make every effort to guarantee costs within the benefits on Your behalf, there will be occasions when We will ask You to pay the bill locally and reclaim agreed costs when You return Home. Claims should be submitted within 31 days of Your return Home. To obtain a claim form, please telephone 01256 493 730 or email: [overseasclaims@theAA.com](mailto:overseasclaims@theAA.com)

Please quote Your policy number or booking reference and any additional reference You may have been given by Our operational staff. Please return the completed form urgently to Us, with original receipts and Statement of Insurance.

### Conditions of making a claim

1. It is important that You answer each question correctly when taking out Fleet Europe and also declare any material fact. Failure to answer a question correctly or non-disclosure of a material fact can result in the Insurer turning down a claim made under the policy, where such misrepresentation or non-disclosure is relevant to the claim.
2. You should submit a claim to Us within 31 days of Your return Home, except legal claims which should be submitted within 180 days. If You have any other policy which covers the same risk You must advise Us of this when making a claim and We are entitled to contact the insurance company to claim and receive a contribution towards costs.
3. You must produce the original Statement of Insurance and original receipts for expenditure before We will pay any claim.
4. We will not accept any alterations to the terms of this insurance, unless a duly authorised official of Ours has confirmed changes in writing.
5. 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.
6. 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.
7. We may pay You Our full liability under Fleet Europe at any 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 (1) trip, irrespective of the number of incidents during Your Trip.
8. If You or anyone acting for You deliberately make a false claim or statement, the insurance will become invalid and We will not pay any claims.
9. We will not cover anything excluded under General Terms and Conditions shown on pages 17.
10. You must obtain any original certificates, information, evidence and receipts required by Us at Your expense.
11. 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.
12. You must not admit liability, offer or promise to make any payment in admission of liability unless We agree to it in writing.
13. You must do all that You can to keep Your claims as low as possible and to prevent loss, theft or damage.
14. In the event of Your intended method of travel and/or route being unavailable due to an insured cause, You and Your Party must take suitable steps to travel by the most reasonable alternative method or route.
15. We will be entitled to pursue claims against third parties on their own behalves in the name of and to the same degree as You would be entitled, in relation to any outlays of Ours under Fleet Europe.

## COMPLIMENTS AND COMPLAINTS PROCEDURE

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.

a) There are several ways You can contact Us.

Please phone Us on:	0344 209 0081
Or write to:	Customer Support (OACU) AA, Fanum House Basing View Basingstoke Hampshire RG21 4EA
Fax:	01256 493 721
E-Mail:	<a href="mailto:overseasclaims@theaa.com">overseasclaims@theaa.com</a>

Please make sure that You quote Fleet Europe.

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:	<a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>
E-mail:	<a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
Post:	The Financial Ombudsman Service, Exchange Tower, London E14 9SR

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

### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0207 892 7300.

## USE OF YOUR PERSONAL DATA

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

### The AA plc and our Data Protection Officer

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

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

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

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

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

- **Information about your property occupier status**, such as whether you are a tenant, live with parents or are an owner occupier of the property where you live at the time of your application;
- **Your residency and/or citizenship status**, if relevant, such as your nationality, your length of residency in the UK and/or whether you have the permanent right to reside in UK;
- **Your marital status, family, lifestyle or social circumstances**, if relevant to the product (for example, the number of dependents you have or if you are a widow or widower);
- **Information we buy or rent from third parties**, including demographic information, vehicle details, details of outstanding finance, vehicle claims history, marketing lists, publicly available information, and information to help improve the relevance of our products and services;
- **Insights about you and our customers** gained from analysis or profiling of customers;
- Where relevant, **information about any guarantor** which you provide in any application;
- **Third party transactions**; such as where a person other than the account holder uses the service, information about that person and the transaction; and
- **Tax information**, if relevant (for example, for savings accounts).

### 2. What is the source of your personal information?

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

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

### 3. What do we use your personal data for?

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

- Assessing an application for a product or service you hold with us, including considering whether or not to offer you the product or service, the price, the risk of doing so, availability of payment method and the terms;
- Managing products and services relating to the product or service, or application for one;
- Updating your records, tracing your whereabouts, and recovering debt;
- Managing any aspect of the product or service;
- To make automated decisions on whether to offer you a product or service, or the price, payment method, risk or terms of it;
- To perform and/or test the performance of our products, services and internal processes;
- To improve the operation of our business and that of our business partners;
- To follow guidance and best practice under the change to rules of governmental and regulatory bodies;
- For management and auditing of our business operations including accounting;
- To carry out checks at Credit Reference and Fraud Prevention Agencies pre-application, at application, and periodically after that;
- To monitor and to keep records of our communications with you and our staff (see below);
- To administer our good governance requirements and those of other members of our Group, such as internal reporting and compliance obligations or administration required for Annual General Meeting ("AGM") processes;
- For market research and analysis and developing statistics;
- Assessing and profiling aspects of your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken (if relevant to your product or service);

- For direct marketing communications and related profiling to help us to offer you relevant products and service, including deciding whether or not to offer you certain products and service. We'll send marketing to you by SMS, email, phone, post, social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match). Offers may relate to any of our products and services such as cars, roadside assistance, money and financial services, insurance, travel, member offers ("Member Benefits") as well as to any other offers and advice we think may be of interest;
- To provide personalised content and services to you, such as tailoring our products and services, our digital customer experience and offerings, and deciding which offers or promotions to show you on our digital channels;
- To develop new products and services and to review and improve current products and services;
- To comply with legal and regulatory obligations, requirements and guidance;
- To provide insight and analysis of our customers both for ourselves and for the benefit of business partners either as part of providing products or services, helping us improve products or services, or assess or improve the operating of our businesses;
- To share information, as needed, with business partners (e.g. financial services institutions, insurers), account beneficiaries, service providers or as part of providing and administering our products and services or operating our business;
- To facilitate the sale of one or more parts of our business;
- To enable other AA group companies to perform any of the above purposes; and
- To process any donations made to the AA Charitable Trust

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

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

- 1) **Where it is needed to provide you with our products or services**, such as:
  - a) Assessing an application for a product or service you hold with us, including consider whether or not to offer you the product, the price, the payment methods available and the conditions to attach;
  - b) Managing products and services you hold with us, or an application for one;
  - c) Updating your records, tracing your whereabouts to contact you about your account and doing this for recovering debt (where appropriate);
  - d) Sharing your personal information with business partners and services providers when you apply for a product to help manage your product;
  - e) All stages and activities relevant to managing the product or service including enquiry, application, administration and management of accounts, illustrations, requests for transfers of equity, setting up/changing/removing guarantors; and
  - f) For some of our profiling and other automated decision making to decide whether to offer you a product and/or service, particular payment method and the price or terms of this.
- 2) **Where it is in our legitimate interests to do so**, such as:
  - a) Managing your products and services relating to that, updating your records, tracing your whereabouts to contact you about your account and doing this for recovering debt (where appropriate);
  - b) To perform, test the performance of, our products, services and internal processes;
  - c) To follow guidance and recommended best practice of government and regulatory bodies;
  - d) For management and audit of our business operations including accounting;
  - e) To carry out searches at Credit Reference Agencies pre-application, at the application stage, and after that. Where you have been introduced to us by a broker or other intermediary they may do these searches on our behalf;
  - f) To carry out monitoring and to keep records of our communications with you and our staff (see below);
  - g) To administer our good governance requirements and those of other members of our Group, such as internal reporting and compliance obligations or administration required for AGM processes;
  - h) For market research and analysis and developing statistics;
  - i) For direct marketing communications and related profiling to help us to offer you relevant products and services, including deciding whether or not to offer you certain products and service. We'll send marketing to you by SMS, email, phone, post and social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match);

- j) Subject to the appropriate controls, to provide insight and analysis of our customers to business partners either as part of providing products or services, helping us improve products or services, or to assess or to improve the operating of our businesses;
  - k) For some of our profiling and other automated decision making; and
  - l) When we share your personal information with these other people or organisations other than for providing products and services to you, as necessary for running our business or comply with legal or regulatory obligations.
- 3) To comply with our **legal obligations**
  - 4) With your **consent or explicit consent**:
    - a) For some direct marketing communications;
    - b) For some of our profiling and other automated decision making; and
    - c) For some of our processing of special categories of personal data such as about your health, if you are a vulnerable customer or some criminal records information.
  - 5) For a **public interest**, such as:
    - a) Processing of your special categories of personal data such as about your health, criminal records information (including alleged offences), or if you are a vulnerable customer.

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

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

- AA Group companies and service providers;
- Business partners (e.g. financial services institutions, insurers), account beneficiaries, or others who are a part of providing your products and services or operating our business;
- Governmental and regulatory bodies such as HMRC, the Financial Conduct Authority, the Prudential Regulation Authority, the Ombudsman, the Information Commissioner's Office and under the Financial Services Compensation Scheme;
- Other organisations and businesses who provide services to us such as debt recovery agencies, back up and server hosting providers, IT software and maintenance providers, document storage providers and suppliers of other back office functions;
- Credit Reference and Fraud Prevention Agencies (see below); and
- Market research organisations who help us to develop and improve our products and services.

#### 6. How and when can you withdraw your consent?

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

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

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

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

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

We'll use this information to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 13. What about other automated decision making?

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

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

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

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

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

#### 15. What are your rights under data protection laws?

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

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

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

#### 16. Your right to object

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

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

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

#### Changes to this privacy notice

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

#### Contact Us

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

## AA COMPANY DETAILS

**Automobile Association Insurance Services** is an insurance intermediary authorised and regulated by the Financial Conduct Authority.

Registered office: Fanum House, Basing View, Basingstoke RG21 4EA. England and Wales. Company registration number 2414212.

Acromas Insurance Company Limited 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). Acromas Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar. Acromas Insurance Company Limited is a member of the Association of British Insurers.







## USEFUL CONTACT INFORMATION

<b>24 hour helpline calling from the UK, mobiles and abroad</b>	<b>00 800 42 43 24 44</b>
To make changes, cancel or enquire about Your policy	0800 55 11 88
To renew Your Fleet Europe policy	0800 55 11 88
To purchase Fleet Europe	0800 55 11 88
Website <a href="http://theAA.com/business">theAA.com/business</a>	
Compliments and Complaints	0344 209 0081
To make a claim	01256 493 730

**When calling don't forget that dialling and ringing tones differ from country to country and that the 00 800 42 43 24 44 number may not work from some telephone networks. If You experience difficulties, please use the following numbers for breakdown assistance:**

If You are in France calling on a French landline	04 72 17 12 03
From any other country/UK mobile phones	00 33 472 17 12 03

[theAA.com/business](http://theAA.com/business)