



## **AA Breakdown Policy for QBE Minifleet Customers**



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## IMPORTANT NOTICE

When telephoning the QBE Helpline, please, at all times have **your QBE Minifleet policy** number ready.

For **our** joint protection, calls may be recorded and/or monitored. If **you** do not use the QBE Helpline when requesting assistance, then a charge may be made for any breakdown assistance provided. This charge may not be reimbursed. For information about what to do in the event of an emergency or claim on the continent, please refer to European breakdown and accident assistance claim procedure.

## What's covered

Service level	Roadside	Relay	Onward Travel	Home Start	Fleet Europe
QBE Fleet Plus	✓	✓	✓	✓	✓

<b>Roadside</b>	Repair or recovery to the AA's choice of appropriate local repairer.
<b>Relay*</b>	If you are broken down and the AA cannot arrange a prompt local repair, they will provide recovery of the vehicle, driver and up to 16 passengers to a UK mainland address.
<b>Onward Travel*</b>	If you are broken down and the AA cannot arrange a prompt local repair, Onward Travel provides recovery of the vehicle and all passengers up to the number of fixed seats in the vehicle.
<b>Home Start</b>	For breakdowns at or within ¼ mile of your home address.
<b>Fleet Europe</b>	Breakdown and recovery options for drivers in Europe (subject to territorial limits).

Terms and conditions apply. \* Relay and Onward Travel services are not provided at or within ¼ mile of driver's home address.

# **1      Contacts**

## **1.1    AA breakdown assistance**

Call the QBE Helpline 0800 389 1708 who will arrange with the AA for someone to come out and help **you**.

## 2 Our agreement in general

### 2.1 Parties to this agreement

This **policy** is between **you** and **The AA/us**.

This **policy** runs with your **QBE Minifleet policy** and will only be operative whilst **your QBE Minifleet policy** is in force.

This document, together with the **QBE Minifleet policy schedule** sets out this insurance.

It is a legal contract so please read all of it carefully.

### 2.2 Words in bold

Words in bold typeface used in this **policy** document, other than in the headings, have specific meanings attached to them as set out in the General definitions and interpretation section.

### 2.3 Your insurer and our regulator

Your insurer is **AICL** and **AA**.

### 2.4 Policy period and premium

2.4.1 **We** will, in consideration of the payment of the premium and for the **period of insurance**, provide insurance in accordance with the **sections** of the **policy** shown for **vehicles** shown in the **QBE Minifleet policy schedule**, subject to the conditions, exceptions, limitations and endorsements of the **policy**.

2.4.2 If any instalment of premium is not paid and accepted by us on or before its due date, **we** can give written notice to **you** at the address shown on the **schedule** cancelling the **policy** with effect from the seventh (7th) day after the notice has been served, but that cancellation will be prevented from taking effect and the **policy** will continue if the late premium instalment and any other remaining premium instalments are paid and accepted before the cancellation takes effect. Without prejudice to other forms of service, notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

### **3 Cooling off and Cancellation**

- 3.1. This policy runs with your **QBE Minifleet Policy** and we will apply the same cancellation terms and conditions as that contract.

## 4 Complaints

### 4.1 What you should do?

We strive to provide an excellent service to all **our** customers but occasionally things go wrong. We take all complaints seriously and endeavour to resolve all customers' problems promptly.

In the event that **you** have either a compliment or a complaint, the **AA** really wants to hear from **you**. **AA** welcome **your** comments as they give the **AA** the opportunity to put things right and to improve the service.

**Please phone AA on 0370 608 0277**

or write to:

Post:

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

E-mail: [fleetcustomers@theaa.com](mailto:fleetcustomers@theaa.com)

Where you are refused service by the AA, either in whole or in part, you have the right to an explanation from the AA in writing.

It is the AA's policy to acknowledge any complaint within five (5) working days, advising you of who is dealing with your concerns, and attempt to address them. If investigations take longer, a full response will be given within twenty (20) working days or an explanation of the AA's position with timescales for a full response.

## 5 Section – Breakdown assistance

### 5.1 Accident assistance: Hire car and overnight accommodation

5.1.1 If **your vehicle** has been disabled as a result of an **accident** covered under Section – Loss or damage to **your vehicle** of the **policy** in the United Kingdom, the Channel Islands or the Isle of Man, the **AICL** may, at its discretion and subject to availability as an alternative to **you** and **your** passengers' onward transportation, offer **you**:

5.1.2 either:

- a) a hire car of up to 1600cc or a van up to 3.5 tonnes GVW for twenty four (24) hours subject to the hirer's terms and conditions. But this free period of hire must commence within forty eight (48) hours of **your vehicle** being damaged and excludes fuel costs, parking fees and fines, and continuation of load; or
- b) overnight accommodation for the passengers and driver up to a maximum of three hundred and fifty (GBP350) in total except that this benefit does not include the cost of providing meals or drinks; or
- c) a refund of the cost of public transport for **you** and **your** passengers to reach the end of **your** journey subject to a maximum of three hundred and fifty (GBP350) provided that **you** produce receipts in order to claim for this;

5.1.3 or:

- a) if **your vehicle** has been stolen and not recovered arrangements will be made to provide **you** with alternative transport up to a total cost of three hundred and fifty (GBP350) in order to complete **your** journey.

### 5.2 QBE Rescue UK cover

The **AA** provides the UK Breakdown Assistance services detailed in this **policy**.

These services are only available in relation to a **vehicle** when travelling in the United Kingdom and where the relevant **breakdown** occurs in the UK (excluding the Channel Islands and the Isle of Man, where separate terms and conditions apply) see 'Breakdown – General terms and conditions'.

Assistance is not available in relation to events occurring prior to commencement of the relevant cover. If cover appropriate to the assistance required is only requested at the time of, or following, the relevant event, and the **AA** is prepared to provide such assistance, the premium payable shall include a supplementary amount to reflect the fact that the event concerned has already occurred.

#### 5.2.1 Roadside Assistance

a) What is covered:

- i) The **AA** will assist **you** when **you** are stranded on the highway at least a quarter of a mile away from your home address, following a breakdown. All **vehicles** have access to this service. The **AA** will seek to effect a roadside repair if, in the reasonable option of the patrol, or appointed agent, this can be achieved within a reasonable time.
- ii) If, following a **breakdown** only, a patrol or appointed agent cannot fix the **vehicle** within a reasonable time, it will be taken to the **AA's** choice of appropriate local repairer or, alternatively, to a local destination of the **driver's** choice, provided it is no further. It is then **your** responsibility to instruct the repairer to make any repairs required any contract for repair will be between **you** and the repairer, and it is **your** responsibility to pay them. The **AA** does not guarantee that any recovery to an appropriate local repairer will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair.

b) What is not covered

- i) Roadside Assistance does not cover any additional transport or other cost that you may incur, whether as a result of the **vehicle** being towed or otherwise.
- ii) There is no right to any form of recovery following a road traffic accident. (Other terms and conditions' to this section) (including but not limited to a local tow).

- iii) Matters excluded under 'Other terms and conditions' to this section are also not covered.
- iv) Assistance following a breakdown or accident attended by the police or other emergency service, until the services concerned have authorised the vehicle's removal. If the police or emergency service concerned insist on immediate recovery by a third party, the cost of this must be met by **you**.

#### 5.2.2 Home Start

##### a) What is covered

Home Start provides access to assistance when the **vehicle** is immobilised following a **breakdown** at or within a quarter of a mile of the **driver's** home address.

If, following a **breakdown** only, a prompt local repair is not possible, **your** vehicle will be taken to the **AA's** choice of appropriate local repairer or, alternatively, to a destination of **your** choice, provided it is no further. It is then **your** responsibility to instruct the repairer to make any repairs required. Any contract for repair will be between **you** and the repairer, and it is **your** responsibility to pay them. The **AA** does not guarantee that any recovery to an appropriate local repairer will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair

##### b) What is not covered

- i) The Relay service is not available following a Home Start attendance.
- ii) Recovery following a road traffic **accident**. (see 'Breakdown – General terms and conditions').
- iii) Matters excluded under 'Limitations and exclusions – Breakdown assistance' are also not covered.

#### 5.2.3 Relay

##### a) What is covered

- i) Relay is available if **you** are stranded on the highway more than a quarter of a mile from the **driver's** home address following a **breakdown** of the **vehicle** and the **AA** cannot arrange a local repair within a reasonable time.
- ii) Relay provides recovery of the **vehicle** (including a caravan or trailer which was on tow at the time, provided it is within the geographical limits) the **driver** and up to a maximum of sixteen passengers (see 'Breakdown – General terms and conditions') to a single destination of **your** choice on the UK mainland or in Northern Ireland. If there are more people than the maximum allowed, the **AA** will seek to arrange, but will not pay for, their onward transportation.

##### b) What is not covered

- i) recovery of any vehicle which is at or within a quarter of a mile of the **driver's** home address.
- ii) a second or subsequent Relay, after the **covered vehicle** has been recovered following a **breakdown**.
- iii) the recovery of any vehicle that the **AA** considers would be dangerous or illegal for the **AA** to load or transport (including, but not limited to, over laden vehicles).
- iv) assistance following a **breakdown** or **accident** attended by the police or other emergency service, until the services concerned have authorised the vehicle's removal. If the police or emergency service concerned insist on immediate recovery by a third party, the cost of this must be met by **you**.
- v) the **AA** can help in arranging, but will not pay for, the following: overnight accommodation, or transportation for passengers not accompanying the vehicle.
- vi) ferry costs.
- vii) recovery following a road traffic accident.
- viii) the recovery of horses or livestock.
- ix) matters excluded under 'Other terms and conditions'.
- x) any incidental expenses that may arise during a recovery. The **AA** cannot accept any cost for passengers who do not accompany the **vehicle** while it is being recovered under Relay.



#### 5.2.4 Service Control

This **policy** applies to all customers requesting service under **QBE Rescue cover**. Service Control is designed to keep cover affordable by making sure high use is avoided.

#### 5.2.5 Service Entitlement

- a) Where service is requested and the vehicle has not been registered for cover, or cover has not been renewed, the **driver** will be offered roadside assistance on a pay-for-use basis, the cost of which will be quoted by the **AA** at the time. If other services are subsequently required, e.g. Relay or a replacement vehicle, the relevant pay-for-use cost will be quoted and service will only be provided on the basis that full payment is made.
- b) Please note, any payment will be refunded in its entirety, provided you can establish to our reasonable satisfaction that **you** were entitled to assistance at the time of the **breakdown**, with that level of cover.
- c) Without prejudice to your statutory rights, no refunds will be given if the **covered vehicle** entitlement cannot be proved, or simply because the **covered vehicle** cannot be fixed at the roadside.
- d) Making a payment will only entitle you to service for the incident in question. It will not entitle you to **AA** service for any future **breakdowns**.
- e) When pay-for-use service has been provided by the **AA** for a non-registered vehicle the **AA** will usually contact **you** before sending an invoice for payment.
  - i) If the non-registered vehicle has replaced one of the current registrations the charge may not be enforced.
  - ii) If the vehicle requiring service proves to be an additional vehicle the pay-for-use charge will be applied and an invoice sent out to the customer. In addition the customer may also wish to pay the premium to have that vehicle covered for the remainder of the year. This cover will commence 24 hours after registration of the vehicle for **QBE Rescue cover**.

### 5.3 QBE Rescue – European cover

The **AICL** provides the European cover to this **policy**.

#### 5.3.1 Eligibility

##### a) Geographical Limits

Cover applies within the following countries of mainland Europe:

Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Former Yugoslav Republic of Macedonia; Turkey, Ukraine, Vatican City.

Cover does not apply to territories beyond mainland Europe. Cover can only be used for journeys where you take a vehicle overseas by waterborne craft or Eurotunnel, and not for crossing estuaries and non-tidal waterways.

##### b) Country of departure

Great Britain, Northern Ireland, Isle of Man or Channel Islands.

##### c) Eligibility conditions

- i) Cover can only be used for journeys where **you** take a vehicle overseas by waterborne craft or Eurotunnel, and not for crossing estuaries and non-tidal waterways.
- ii) For travel from Northern Ireland to the Republic of Ireland cover begins upon arrival in the Republic of Ireland. There is no cover for travel within Northern Ireland and the **driver** must seek assistance under the UK cover provided by QBE Rescue.
- iii) **We** cannot arrange assistance outside of these geographical limits.
- iv) Any costs incurred outside of these countries will not be covered under the terms of this policy

- v) **We** reserve the right to amend the geographical limits of cover in the event of war, civil disturbance, riot or radioactive contamination
- vi) There is no cover under this **policy** for events occurring on **your** way to the port of embarkation or on **your** way home from the port of disembarkation – if **you** have any problems on **your** way to or from the port, **you** will be not be covered under 'QBE Rescue - European cover' but under the applicable benefits of 'QBE Rescue UK cover' and should ask for help from the appropriate UK Emergency Centre.

d) **We** cover the following vehicles

**QBE covered vehicles** registered under the **QBE Rescue cover** and caravans or luggage trailers. All vehicles must be under 20 years of age, built to manufacturer's specifications and in a fully roadworthy condition and serviced according to the vehicle manual. The number of passengers must not be more than the vehicle is designed to carry and for whom seats, and restraints are fitted and, in all cases, the maximum number **we** cover is seventeen people including the **driver**. **We** will not cover **you** for any claims arising from or in connection with the delivery of goods or equipment to commercial deadlines or if **you** are carrying paying passengers.

There is no cover for personal effects/goods/vehicles/boats or other waterborne craft on or in **your** vehicle/trailer, which remains **your** responsibility at all times.

Maximum Vehicle dimensions – vehicles up to 3.5 tonnes

Gross laden weight	3.5 tonnes	(3,500kg)
Length	7 metres	(23ft)
Height	3 metres	(9ft 10ins)
Width	2.55 metres	(8ft 4ins)

Maximum Vehicle dimensions – vehicles over 3.5 tonnes

Length	8 metres	(26 ft)
Height	3 metres	(9ft 1ins)
Width	2.55 metres	(8ft 4ins)

### 5.3.2 **QBE Rescue European cover**

If **your** vehicle is stranded on the highway as a result of **accident** or **breakdown**, the cover 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 and emergency alternative travel or accommodation assistance, if the vehicle is stranded on the highway as a result of **breakdown**.

### 5.3.3 **Roadside assistance and emergency repair**

a) What we will cover

**We** will arrange emergency help for **you** and cover costs within the following limits for:

- i) Roadside assistance, towage and garage repairs up to £250 overall maximum. This includes up to £100 for garage labour costs within this total amount.
- ii) **We** will locate and despatch spare part(s) needed to complete repairs overseas and pay for location and delivery costs but not the cost of the part(s).

b) What we will not cover:

- i) Any costs for replacement part(s), tyre(s), body glass, fuel, lubricants or other fluids, key(s), or other materials.
- ii) Any costs for a locksmith, body glass, tyre 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.
- iii) Any costs resulting from failure to maintain or service the vehicle in accordance with the manufacturer guidelines
- iv) Any costs for non-emergency repairs such as radios, cd players and heated rear windows.

- v) Any non-essential repairs, damage to paintwork or other cosmetic repairs or repairs of air conditioning or climate control faults which do not affect the mobility or security of **your** vehicle nor render it unsafe to drive.
- vi) Any costs incurred because **you** are not carrying a spare set of vehicle keys and other vehicle access device (where a spare set of keys or a second vehicle access device are supplied by the Manufacturer), a legal and serviceable spare wheel(s) and tyre(s) or an 'instant mobility system' where this is supplied with **your** vehicle.
- vii) Any cost covered under **your** vehicle's warranty.
- viii) Any costs incurred where the vehicle is overloaded used in rallying, off-road driving or in the Nurburgring or for motorsports. Any costs for replacement spare parts. **We** will ask **you** to pay for any spare parts at the time they are ordered for **you**.
- ix) Any costs of delay or detention by Customs or other officials or import dues
- x) Any costs resulting from the loss or damage to vehicle components removed or dismantled during repair or examination of the vehicle.
- xi) Any costs incurred where **your** vehicle has left the highway and is in a ditch, standing on soft ground, sand or shingle, or stuck in water or snow. If **you** ask for assistance for recovery to a place of safety **we** will endeavour to arrange help for **you** but it will be at **your** cost.
- xii) Any matter excluded from cover under the 'Breakdown - General terms and conditions'.

#### 5.3.4 QBE Rescue – European cover – Exclusions and limitations

There are differences between the service the **AA** will provide within the UK and the service **AICL** are able to arrange for **you** when **you** are travelling overseas within Europe. While **AICL** will make every effort to help, within the terms of this **policy**, there will be differences and limitations in services available. The list below is not intended to be exhaustive nor does it replace the terms and conditions of the cover provided or other information given within this booklet. However, it will highlight some of the key areas.

- a) 'QBE Rescue European cover' is not an extension of 'QBE Rescue UK' cover benefits into Europe but is instead subject to the terms and conditions as shown in this QBE Rescue –European cover sub-section to **your policy**.
- b) **AICL** patrols do not operate in Europe. Roadside Assistance will usually be provided through a garage or, if **you** are visiting a country where a sister motoring organisation operates, a local patrol may assist.
- c) European garage mechanics and patrols are unlikely to speak English. If **you** need help, ring the **AICL** helpline.
- d) National holidays and working hours vary throughout Europe. This will impact on the service **we** are able to provide for **you**, especially during busy periods.
- e) Third party service providers, including garages, repairers, recovery operators, car hire companies, etc. are not approved by the **AICL** and do not act as **agents** of the **AICL**.
- f) The **AICL** cannot be held liable for any acts or omissions of any such garages or other third parties.
- g) While **AICL** will try to source a replacement vehicle that meets **your** needs, **AICL** cannot guarantee replacement vehicles of a specific make, model or type. Please see Section 2 Alternative Travel Arrangements – Notes for vehicles that are particularly difficult to source.
- h) Any goods being carried remain **your** responsibility. The **AICL** accepts no responsibility for any loss of, or damage to, them.
- i) Vehicle recovery is not AICL Relay and usually vehicles are only recovered unaccompanied.
- j) Vehicle recovery from Western Europe will take on average 8-14 working days. At busy periods and from further destinations, recovery may take longer.
- k) All services and benefits can only be applied strictly within the terms and conditions stated in the **policy**. No concessions will be made under any circumstances to meet or accommodate specialised activities or business arrangements.

- l) **We** do not accept any liability for loss of income arising from any commitment or contractual agreement **you** may have in connection with **your** business or to any third parties.
- m) **We** cannot accept any responsibility or liability for any vehicle or its contents, which has been left overseas, prior to its collection by our transporters or for the onward movement of a vehicle and/or its contents to their destination. This will remain the **driver's**/policy holders and/or the motor vehicle insurers' responsibility.
- n) All benefits show the maximum payable per trip, irrespective of the number of incidents. o) Nothing shall limit our liability to **you** in the event of death or serious injury caused by our negligence.

#### 5.3.5 **Alternative travel arrangements**

If the repairer estimates that the repairs to **your** vehicle will take more than 8 hours, **we** will cover **your** reasonable costs for alternative necessary travel for the **driver** and members of the party, as set out below.

##### a) What we will cover

Reasonable additional expenses from one or a combination of:

- i) Contribution towards car hire costs up to £125 per day
- ii) Air fares (economy)
- iii) Rail fares (standard)
- iv) Local taxi fares
- v) Any other transport equivalent to 2nd class rail fares

Overall limit i) – v) is up to £1400 per party per trip.

##### b) What we will not cover

- i) All other charges arising from **your** use of the hire vehicle such as fuel costs, any insurance excess charges, if **you** keep the vehicle longer than the period of hire agreed with **us** or do not follow our or the hirer's instructions to return the vehicle. **You** must pay these costs direct to the hirer.
- ii) Any costs incurred following **your** return to the UK.
- iii) Anything mentioned as not covered under Section 1 Roadside Assistance and Emergency Repair.
- iv) Any costs incurred for a hire car that has not been arranged by **us** unless **we** have agreed with to do so.
- v) Anything mentioned as not covered under General Terms and Conditions.

#### 5.3.6 **Notes/action points for drivers for vehicles under 3.5 tonnes**

- a) 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**.
- b) **We** cannot guarantee that hire cars will be available in all circumstances. **You** must be able to comply with the hirer's terms and conditions, which may, for example, include:
  - i) 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
  - ii) production of a credit card
  - iii) 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.
- c) **We** cannot guarantee car hire availability or equivalent replacement for **your** own vehicle. Multipurpose vehicles, four wheel drive vehicles, minibuses, vans, motorcycles and vehicles with automatic transmission in particular are difficult to hire.
- d) **We** cannot guarantee replacement vehicles can be supplied with a tow bar, and therefore **your** caravan or trailer may have to remain with, and then be recovered with, **your** immobilised vehicle

- e) **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/trailer remain **your** responsibility at all times
- f) 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 our, or the hirer's instructions, **you** must pay any additional costs **you** incur.
- g) 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 **you** to pay and make a claim for these costs on **your** return home.
- h) If **your** own 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.

#### 5.3.7 **For vehicles over 3.5 tonnes**

**We** will arrange and pay for costs wherever possible. Where our guarantee is not accepted, **you** should pay and make a claim for these costs on **your** return home.

Please pay careful attention to the note Important Limitations of Service regarding the nature of our relationship with the third party service providers.

#### 5.3.8 **Emergency accommodation**

If the repairer estimates that repairs to **your** vehicle will take more than eight hours, **we** will cover **your** reasonable costs for necessary additional emergency accommodation as set out below:

##### a) What we will cover

Reasonable additional costs over and above those **you** have budgeted for overnight accommodation up to £60 per person, per night to a total maximum of £900 per party, per trip.

##### b) What we will not cover

- i) Meals, drinks, telephone calls and newspapers or any other costs incurred by **you** or **your** party. **You** must settle these direct with the hotel before leaving.
- ii) Costs which **you** would have paid, had no problem with **your** vehicle occurred.
- iii) Anything mentioned as not covered under Section 1, Roadside Assistance and Emergency Repair.
- iv) Anything mentioned as not covered under General Terms and Conditions

##### c) NOTE

**We** will arrange and pay costs wherever possible. Where our guarantee is not accepted, **you** should pay and make a claim for these costs on **your** return home.

#### 5.3.9 **Vehicle recovery to the UK**

If repairs cannot be completed in time for **your** planned return home

##### a) What we will cover

- i) The cost of unaccompanied recovery for **your** vehicle to **your** home, or nominated vehicle repairer in the UK up to the current market value of **your** vehicle.
- ii) **We** will also cover any reasonable storage charges incurred in the recovery.

**We** may, at our discretion and depending on circumstances, arrange and agree with **you** an alternative method of recovery such as vehicle collection or replacement **driver** and cover reasonable costs, as follows:

- iii) If repairs are started but not completed before **your** planned return home, **we** will arrange with **you** and pay for one person's reasonable travel and accommodation costs to go directly overseas to collect **your** vehicle.
- iv) If the treating doctor overseas certifies in writing that the only **driver** in **your** party is unfit to drive, **we** will arrange and pay for a replacement **driver** to bring **your** vehicle home. **We** may also, at our discretion, bring home those members of **your** party who are fit to return and for whom there are enough seats, taking into account that used by the replacement **driver**.

b) What we will not cover

- i) 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 **you** that **your** vehicle is beyond commercial economic repair, **we** will give **you** up to 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 8 weeks, **we** will consider **you** have authorised **us** to dispose of **your** vehicle.
- ii) Recovery where **your** vehicle only needs minor or inexpensive repairs or the local garage can complete repairs before **your** planned return home. **We** may agree vehicle collection with **you** in these circumstances if repairs cannot be completed by **your** booked return date.
- iii) Recovery where the local garage can complete repairs before **your** return date.
- iv) Any costs incurred as a result of the garage dismantling **your** vehicle for repairs, which are then halted for any reason. Neither the garage, nor **we** will accept responsibility for any parts returned in **your** vehicle.
- v) Any costs in respect of anything being carried in **your** vehicle which is left with the **vehicle** during recovery. The contents of **your** vehicle always remains **your** responsibility and any items left with the **vehicle** for recovery are left at **your** own risk.
- vi) Any losses resulting from delay in recovering **your** vehicle.
- vii) The cost of additional transit risk insurance. **You** should contact **your** motor vehicle insurers to ensure **you** have any additional cover required.
- viii) The replacement cost of **your** vehicle or any salvage money if **your** vehicle is beyond commercial economic repair.
- ix) Transportation costs for a repaired vehicle
- x) 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.
- xi) Repair costs after **we** have recovered **your** vehicle to **your** home or chosen garage in the UK.
- xii) Any claim for the cost of a replacement **driver** where at the time of taking out this cover **you** were aware of any pre-existing medical condition that could affect the ability of the main **driver** or **drivers** to drive the **vehicle**. Medical repatriation costs for **you** or any member of **your** party if **you** are unfit to drive. All **your** arrangements must be made for **you** by **your** personal travel insurer.
- xiii) Any cost in respect of fuel or tolls where **we** have arranged a replacement **driver**
- xiv) Any vehicle collection costs where the overseas garage has not started the necessary repairs to put **your** vehicle back on the road before **you** return home.
- xv) Anything mentioned as not covered under Section 1, Roadside Assistance and Emergency Repair.
- xvi) Anything mentioned as not covered under General Terms and Conditions.

c) NOTES

- i) Vehicle recovery from Western European countries may take 8-14 working days. At busy periods or from farther destinations, recovery may take longer.
- ii) 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**.
- iii) The cost of recovery is limited to the current market value of **your** vehicle (calculated with reference to recognised trade guidebooks 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.
- iv) 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-
- v) **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)**.

## 5.4 QBE Rescue - European cover other terms and conditions

- 5.4.1 **You** must comply with the following general 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.
- 5.4.2 **You** must follow the instructions notified to **you** by the **AICL**. Cover will not extend to any costs incurred by **you** for services that have not been arranged and/or authorised by the **AICL**.
- 5.4.3 **We** do not cover costs **you** can recover elsewhere from any other insurance or warranty or any payments **you** would have made during **your** trip in the normal course of **your** trip nor loss of any kind consequential on the original incident.
- 5.4.4 While **we** seek to arrange or provide 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.
- 5.4.5 **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 of any law or regulation.
- 5.4.6 **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 limitations of cover and service regarding the nature of our relationship with the third party service providers.
- 5.4.7 **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 cover at any time if, in our opinion, **you** have misused services provided under this cover.
- 5.4.8 **We** are not obliged to arrange transport for any animal. **You** are responsible at all times for the alternative arrangements for its transportation.

- 5.4.9 **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.
- 5.4.10 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.
- 5.4.11 The headings used in this booklet are for convenience only and shall not affect the interpretation of its contents.
- 5.4.12 **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. These terms and conditions and any and all correspondence relating to them are, and shall be, in English. The EEA state for the purposes of these terms and conditions shall be the UK.
- 5.4.13 If at the time of making a claim **you** have any policy covering the same risk, **we** are entitled to contact the Insurer for a contribution.

## 5.5 Limitations and exclusions - Breakdown assistance

The benefits provided by this Section - Accident and breakdown assistance exclude and do not cover:

- 5.5.1 the costs of any ferry crossing or toll charges;
- 5.5.2 the carriage of any livestock that requires special transportation facilities;
- 5.5.3 the cost of recovery of **your vehicle** if it is stuck in water, a bog, a ditch or on a beach or if it has overturned unless this forms part of your insurance claim;
- 5.5.4 the repair or recovery of **your vehicle** if it broke down at the premises of a motor trader;
- 5.5.5 the cost of spare parts, fuel, oil, keys or other materials and garage labour;
- 5.5.6 any vehicles that
  - a) are carrying a dangerous or illegal load;
  - b) cannot be recovered by normal trailers or transport;
  - c) is constructed or adapted to carry more than sixteen (16) passengers (excluding the driver);
  - d) is a caravan or trailer over seven (7) metres in body length;
  - e) is a goods-carrying vehicle exceeding five (5) tonnes Gross Vehicle Weight;
  - f) is an agricultural vehicle;
  - g) is a special types vehicle;
- 5.5.7 vehicles, which have broken down as a result of taking part in a motor sport event, which takes place off the **road** and/or is not subject to the normal rules of the **road**. For example vehicles participating in a treasure hunt, touring assembly or navigational **road** rally which takes place on the **road** or public place and complies with the normal rules of the **road**, are covered; whereas cover will not be extended to vehicles which have broken down as a result of a motor sport event which takes place on a permanent, or temporary constructed race track e.g. Snetterton or Oulton Park, or rally circuit.



## 5.6 Breakdown – General terms and conditions

- 5.6.1 The **AA's** vehicle breakdown assistance services, are available (subject to the terms of service) when a **vehicle** is stranded following a breakdown in the United Kingdom (excluding the Channel Islands and the Isle of Man, where separate Terms and Conditions apply). QBE Rescue cover does not provide cover for non-essential repairs, see sub clause 13 below. Nor must QBE Rescue cover be used in place of regular servicing.
- 5.6.2 The **AA** reserves the right to refuse to provide or arrange breakdown assistance if the **driver** is not present at the scene of the **breakdown** or **accident** and / or is unable to be present at the time assistance arrives.
- 5.6.3 While the **AA** seeks to meet the service needs of 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, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.
- 5.6.4 The **AA** reserves the right to refuse service where it is requested to deal with the same or a similar fault or cause of **breakdown** to that attended to in regard to the same vehicle within the preceding 28 days. It is **your** responsibility to make sure that emergency repairs carried out by the **AA** are, where appropriate, followed as soon as possible by a permanent repair. The **AA** also reserves the right to refuse to attend a vehicle which is not covered under **QBE Rescue cover**. Nothing in this provision shall affect any rights **you** may have in relation to any negligence or breach of contract or breach of any other legal duty on the part of the **AA** or its agents.
- 5.6.5 The provision of **QBE Rescue cover** is subject at all times to the Service Control restrictions set out below.
- 5.6.6 Service from **AA** patrols is subject to availability and may be supplemented by use of appropriate agents.
- 5.6.7 The **AA** aims to provide an emergency **breakdown** assistance service and patrols are trained and equipped to carry out emergency road repairs. **AA** patrols will not carry out major vehicle servicing repairs or reassembly, for example, where they are required as a result of neglect or unsuccessful work on the vehicle other than on the part of the **AA** or its agent.
- 5.6.8 The **AA** reserves the right to refuse service where, in its reasonable opinion:
- a) The **covered vehicle** concerned was, immediately before the **breakdown** or **accident**, dangerous over laden or un-roadworthy
  - b) The provision of services would involve any breach of the law (including, but not limited to, any breach of road traffic regulations or health and safety provisions)
  - c) Or there has been an unreasonable delay in reporting the **breakdown**.
- Where service has been refused as a result of **your** vehicle being deemed dangerous, over laden or un-roadworthy, the **AA** will seek to arrange but will not pay, to have it removed to a repairer.
- 5.6.9 **AA** Patrols are trained and equipped to carry out emergency roadside repairs and are not in a position and should not be expected to comment on the general safety or road worthiness of a vehicle after a **breakdown** or an emergency repair. In addition, completion of an emergency repair cannot be taken to anyway guarantee the general roadworthiness of the **vehicle** concerned.
- 5.6.10 If the **covered vehicle** cannot be repaired, either by a patrol or an agent, on the highway (or under Home Start at the **drivers** home address) and the vehicle has to be recovered to a garage, **you** must meet all subsequent repair costs.

- 5.6.11 It is important that you contact the AA if you require assistance – if you contact a garage direct, whether an agent or not, **you** will have to settle their bill and the **AA** will be under no obligation to reimburse **you**.
- 5.6.12 The **AA** will only accept responsibility for the actions of an agent where the agent is acting on the **AA's** instructions and is providing assistance to a **vehicle**.
- 5.6.13 The following areas are not covered by **QBE Rescue cover**:
- a) Routine maintenance and running repairs, such as fixing faulty radios, interior light bulbs, heated rear windows;
  - b) Any costs of spare parts, petrol, oil, keys, or other materials and garage or other labour required to repair your vehicle;
  - c) Any cost or charges connected with the drainage or removal of fuel, lubricants or other fluids due to the introduction of an inappropriate fluid. It is **your** responsibility to instruct the repairer as to the work required. Any contract for repair will be between **you** and the repairer. If the **AA** considers that a locksmith, body-glass or tyre specialist is needed, it will endeavour to arrange their help on **your** behalf. The **AA** however will not pay for the services and the contract for repair will be between **you** and the repairer. Further, if use of a locksmith or other specialist would in the **AA's** opinion, mobilise the **vehicle**, no further service will be available for the **breakdown** in question. Vehicles not displaying the relevant road fund licence or which do not have a current MoT certificate (if applicable);
  - d) Any additional charges resulting from **your** failure to carry a legal and serviceable spare wheel(s) or tyre(s). The **AA** will endeavour to arrange assistance from a third party on **your** behalf, but will not pay for the cost of the call-out or any repair.
  - e) Having the **vehicle** stored or guarded in the absence of the **driver**;
  - f) The initial recovery of a broken down vehicle when it has left the highway, is in a ditch, standing on soft ground, sand or shingle, or when it is stuck in snow or water or which has been immobilised by the removal of its wheels. **We** will endeavour to arrange, but not pay for, any specialised assistance needed to recover the **vehicle**. Once the **vehicle** is back on the highway, normal **AA** service will be provided under the service entitlement;
  - g) Providing service to the **vehicle** when it is on private property, for example garage premises. The **AA** will be entitled to refuse service unless **you** can establish to its satisfaction that permission has been given by the relevant owner or occupier;
  - h) Any personal transport costs in the provision of service and Relay (Recovery) service cover to such number of persons as exceed the number of seats which are fitted in the relevant immobilised **vehicle** at the time of **breakdown**, or to anyone who was not, at such time, travelling in such **vehicle**;
  - i) Any ferry or toll charges levied in relation to the **vehicle** which is being towed or recovered.
- 5.6.14 The **AA** shall be entitled to assume that the **driver** of a **vehicle** has the authority to request the provision of **AA** service.
- 5.6.15 Any failure by the **AA** to enforce or rely upon any of these terms on particular occasion or occasions will not prevent the **AA** from subsequently relying on or enforcing them.
- 5.6.16 In the event that **you** require vehicle recovery following a road traffic **accident**, the **AA** can provide this for **you** at your request but will not be responsible for meeting the cost involved. If the **AA** does agree to provide recovery in these circumstances **you** will be responsible for, and required to pay, the **AA's** charges for this service (including, but not limited to, any charges relating to any specialist equipment used).
- 5.6.17 Please note that, following a road traffic accident, or otherwise, it is and remains **your** responsibility to ensure that **you** properly comply with any requirements of **your** motor insurance in making a claim under your motor insurance policy.
- 5.6.18 If **you** fail to make any payment to the **AA** when it is due and there is no genuine dispute between **you** and the **AA** as to the amount outstanding, then without prejudice to any other

right or remedy available to the **AA**, the **AA** shall be entitled to suspend any further services to **you** and/or terminate your cover and charge **you** all reasonable costs and expenses involved in collecting the overdue payment. This may involve using debt collection agencies together with interest (both before and after any judgement) on the amount unpaid at a rate of 2% above the official dealing rate of the Bank of England (the base rate) until payment in full is made (interest to be calculated on a daily basis). This provision is made in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

- 5.6.19 The **AA** has the right, at any time, to refuse service to, or to refuse to arrange service for, any person otherwise entitled to assistance service under cover where it reasonably considers that they;
- a) Or anyone accompanying any such person, is behaving or has behaved in a threatening or abusive manner to **AA** employees, patrols or **agents**, or to any third party contractor; or
  - b) Has falsely represented that they are entitled to services that they are not entitled to; or c) Has assisted another person in accessing **AA** services to which they are not entitled; or d) Owes 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.
- 5.6.20 The **AA** reserves the right to make changes to these Terms and Conditions, on the giving of reasonable notice, where it reasonably considers it necessary to do so in order for the services it supplies to comply with any changes in the law or regulations applicable thereto.
- 5.6.21 The **AA** shall not, in any event, and to the extent permitted by law, have any responsibility for any increased costs or expense, for any loss of profit, business, contracts, revenue or anticipated savings or for any special, indirect or consequential losses incurred as a result of or in connection with any service provided, whether resulting from tort (including negligence or breach of statutory duty), breach of agreement or otherwise. For the avoidance of doubt, nothing in this clause or these Terms and Conditions shall exclude or restrict the **AA**'s liability for negligence resulting in death or personal injury.
- 5.6.22 None of the Terms and Conditions or benefits, of, or under, the agreement with the **AA** are enforceable by any one other than **you**. For the avoidance of doubt, and without limitation to the generality of the foregoing, any rights under the Contract (Rights of Third Parties) Act 1999, or any replacement thereof, are hereby excluded.
- 5.6.23 These Terms and Conditions, and any agreement entered into under or in connection with the same, shall be interpreted in accordance with the England and Wales laws and are subject to the exclusive jurisdiction of the English Courts. These terms and conditions and any and all correspondence relating to them are, and shall be, in English. The EEA state for the purposes of these terms and conditions shall be the UK.
- 5.6.24 Where the **driver** cannot produce a valid entitlement (card or appropriate details of QBE insurance policy) and some other form of identification. If these cannot be produced, and the **AA** is unable to verify that the appropriate entitlement is held, the **AA** reserves the right to refuse service.

However if the **driver** is unable to prove entitlement to service, the **AA** may, at its discretion, offer service on the immediate payment (by credit or debit card) of the usual Premium for the relevant cover required, plus a supplementary Premium for joining while already requiring assistance.

These costs will be fully refunded if it can be established to the **AA**'s reasonable satisfaction that the relevant level of service entitlement was held at the time of the **breakdown**.

Any services provided under European Cover or Onward Travel may need be paid for in advance by **you** and will be fully refunded if it can be established to the **AA**'s reasonable satisfaction that entitlement to Relay Plus or Onward Travel was held at the time of the

breakdown. Without prejudice to **your** statutory rights, no refunds will be given if entitlement cannot be proved, or simply because **your** Vehicle cannot be fixed at the roadside.

## 6 General definitions and interpretation

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

### AA

AA means the Automobile Association Developments Limited, trading as AA Breakdown Services, is an insurer of breakdown assistance services cover that is exempt from authorisation under the Financial Services and Markets Act 2000. Registered office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA. Registered in England and Wales Number: 01878835.

### AICL

AICL means Acromas Insurance Company Limited that is authorised and regulated by the Commissioner of Insurance, Financial Services Commission, Gibraltar, and regulated by the Financial Conduct Authority, United Kingdom. Acromas Insurance Company Limited is a member of the Association of British Insurers. Head Office: 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). UK branch address: Acromas Insurance Company Limited, Enbrook Park, Folkestone, Kent, CT20 3SE.

### Accident/Accidental

Accident means any unforeseen event, one without apparent cause or anything that occurs unintentionally or by chance.

### Breakdown

Breakdown means the unexpected complete immobilization of **your** vehicle due to mechanical disruption, which affects the mobility or security of **your** vehicle or renders it unsafe to drive.

### Driver

For the purpose of **section** – Breakdown Assistance, driver means any person authorised by **you** to take the vehicle overseas who is deemed to be **your** authorised representative, eligible for assistance overseas under the terms of this **policy**.

### Home

Home means **your** permanent place of residence within the **territorial limits** including any property within the boundary of **your** home which is used as **your** day to day place of work.

### Period of insurance

Period of insurance means the period shown as such on the **schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

### Policy

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule**.

## **Private car**

Private car means a vehicle (including its standard accessories, spare parts or components fitted to it) which is a private car or estate car used for the carriage of passengers and comprising no more than eight (8) seats in addition to the driver's seat and weighing not more than 3,500kg and/or any motor vehicle specified in the **schedule** by endorsement as a private car and unless otherwise agreed, is registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## **QBE Minifleet Policy**

The motor fleet policy which must be in force at all times for this breakdown policy to be operative.

## **Road**

Road means any place that would be held to be a road for the purposes of any compulsory motor insurance legislation operative within the **territorial limits** defined in this **policy**.

## **Schedule**

Schedule means the document titled schedule that includes **your** name and address of, the premium and other variables to this **policy** (including endorsement clauses) and is incorporated in this **policy** that **you** have accepted. Schedules may be re-issued from time to time where each successor overrides the earlier document.

## **Section**

Section means each independent sub-division of cover that in all comprises **your policy** of insurance. The sections applicable to **your policy** are expressly stated as 'Operative' in the **schedule** and further detailed in 'Cover basis' clause.

## **Vehicle / insured vehicle / covered vehicle**

Vehicle / insured vehicle means any motor vehicle (including its standard accessories, spare parts or components fitted to it) mentioned by description, category or registration mark in the **schedule** and unless otherwise agreed, is registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## **We/us/our/insurer**

We/us/our/insurer means the **AA** or **AICL** as appropriate.

## **You/your/Insured/**

You/your/insured means the person or named in the **schedule** as the Insured and any person or category of persons up to the age of seventy five (75) specified in the **schedule**. Cover applies until the end of the **period of insurance** in which the person attains the age of seventy five (75) years or the date upon which the person ceases employment with the insured, whichever occurs first.

