

SCENIC BREAKDOWN ASSISTANCE UK
TERMS AND CONDITIONS



motorhome & caravan insurance specialists

Scenic Breakdown Assistance Terms and Conditions

Welcome to Scenic Breakdown Assistance Cover

This booklet sets out the Terms and Conditions of your Scenic Breakdown Assistance Cover. These Terms and Conditions are valid for UK Customers from 1st March 2016.

Please read this booklet carefully and keep it in a safe place as any use of your Scenic Breakdown Assistance Cover is subject to the Terms and Conditions set out in this booklet.

Scenic Breakdown Assistance Cover is provided by Automobile Association Developments Limited. Relay Plus and Scenic Breakdown Assistance European Cover are underwritten by Acromas Insurance Company Limited.

Scenic Breakdown Assistance is Arranged and Administered by Scenic, Scenic is a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

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Useful contact information

Contact numbers and addresses

For help following a breakdown in the UK –

Scenic Breakdown Assistance - 0800 072 0704.

To make changes, cancel or enquire about your Scenic Breakdown Assistance policy – contact Scenic Breakdown on 0161 669 7865 Or in writing to Scenic Breakdown, Woodside House, 261 Low Lane, Horsforth, Leeds, LS18 5NY

Who Provides Your Cover?

Scenic Breakdown Assistance Cover is provided by Automobile Association Developments Limited or its agents.

Roadside, Home Start and Recovery are provided by The Automobile Association Developments Limited. 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, RG21 4EA. Registered in England and Wales Number: 01878835.

Relay Plus and European Breakdown Cover are underwritten by Acromas Insurance Company Limited. Acromas Insurance Company Limited 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.

Scenic Breakdown Assistance Policy

Your contract with the insurer

What to do if Your Vehicle has broken down

Where cover is available

Scenic Breakdown Assistance Cover detailed in this policy only applies when the Covered Vehicle first becomes stranded in the United Kingdom.

How to contact Scenic Breakdown Assistance

If the Covered Vehicle has broken down and requires assistance, please contact Us on the telephone numbers provided on page 4. It is important that You contact Us because if You contact a garage direct You will have to settle the bill and We will not be obliged to reimburse You.

How We will identify that You are entitled to Scenic Breakdown Assistance

We recommend that the breakdown card is kept in the Covered Vehicle as the Driver will require the card to access service. Please note that We are entitled to assume that anyone driving or travelling in the Covered Vehicle is authorised by the customer to request assistance for that vehicle.

When You contact Us for assistance You will be asked to show Your breakdown card to ensure that only those customers entitled, receive service. If assistance is required please be prepared to show this policy.

If a valid breakdown policy cannot be produced, We reserve the right to refuse service. For further details please refer to General Terms and Conditions, clause 3f, page 13.

Please also note that You should advise Us immediately of any changes to contact name, address and vehicle registration number. Please refer to General Terms and Conditions, clause 11 page 14.

If You're not a Scenic Breakdown Assistance customer or don't hold the relevant level of cover

If You are not entitled to any Scenic Breakdown Assistance services or You are not, at the time of the breakdown, entitled to the particular assistance service(s) You require, We may still be prepared to provide the required assistance. However, if so, in addition to paying the usual premium for the relevant Scenic Breakdown Assistance Cover, We will also charge a call-out fee for the immediate service to be provided.

Compliments and complaints

If You have a compliment or complaint about the breakdown service received under Your Scenic Breakdown Assistance policy We really want to hear from You. We welcome Your comments as they provide the opportunity to put things right and to improve service.

Please phone us on 0370 608 0277 (Monday to Friday, 9am to 5pm)

Or write to Business Support Department, AA Business Services, Swallowfield One, Wolverhampton Road, Oldbury, West Midlands B69 2AG

Email businesscustomersupport@theaa.com

It is Our policy to acknowledge any complaint within five working days. We will inform You of who is dealing with your concerns and, where possible, provide a response.

Financial Ombudsman Service

It is the AA's policy to acknowledge any complaint within five working days. The AA will advise You of who is dealing with Your concerns and, where possible, provide a response. If, in regard to a complaint about Relay Plus, You are still not satisfied after You have received a full response, or after eight weeks have passed, You may be eligible to contact the Financial Ombudsman at Insurance Division Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 or email enquiries@financialombudsman.org.uk. However, please note that businesses with an annual group turnover of £1 million or more, charities with annual income of £1 million or more, or trusts with a net asset value of £1 million or more are not eligible to make a complaint to the Financial Ombudsman Service. Full details of eligibility for the Financial Ombudsman Service can be found at www.financial-ombudsman.org.uk

Definition of words and phrases used in this Policy

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

'AA' means the relevant insurer of the Scenic Breakdown Assistance Cover being Automobile Association Developments Limited for Roadside Assistance, Recovery and Home Start; and Acromas Insurance Company Limited for Relay Plus.

'Covered Vehicle' / 'Your Vehicle' means a vehicle owned by You which has been notified to Scenic Breakdown Assistance as being covered under Your Scenic Breakdown Assistance Cover.

'Driver' means the driver of the Covered Vehicle or any persons authorised by You to drive Your Vehicle at the time of the breakdown or accident.

'Home Address' means the address which We have recorded as the registered address of the Covered Vehicle at the time of the relevant breakdown.

'Our' 'We' and **'Us'** means The Automobile Association Developments Limited and any or all members of the AA group of companies or the relevant AA group company that provides or procures the provision of Scenic Breakdown Assistance Cover or the relevant part thereof and as applicable shall include Our agents or subcontractors acting on Our instructions.

'Scenic Breakdown Assistance Cover' means UK products, all of which are vehicle-based products. They cover anyone authorised to drive the Covered Vehicle.

'Vehicle Specifications' means in relation to Covered Vehicles the Vehicle Specifications set out under these Terms and Conditions.

'You' and 'Yours' means the person who has taken out this policy of Scenic Breakdown Assistance Cover or, as the context requires, the Driver driving the Covered Vehicle with Your consent.

'Your Cover' means the cover and services prescribed under Your policy for Scenic Breakdown Assistance Cover pursuant to these Terms and Conditions.

Breakdown cover – what's available

This section details the level of cover available under Scenic Breakdown Assistance Cover.

Services available

Scenic Breakdown Assistance Cover offers You a wide and effective range of vehicle breakdown assistance services which consist of the following:

- **Roadside Assistance** – provides roadside assistance throughout the UK, 24 hours a day, every day of the year. Our number one aim is to fix Your vehicle, but if it cannot be fixed it will be taken to the nearest garage. Please refer to page 9 for full details.
- **Home Start** – provides all the benefits of Roadside Assistance at the vehicle's registered address. Please refer to page 9-10 for full details.
- **Recovery** – recovery of You and Your Vehicle to a UK mainland destination of Your choice if We are unable to fix Your vehicle at the roadside or arrange a prompt local repair. This means You can choose to be taken home, to Your destination or anywhere else on the UK mainland, regardless of how far this may be. Please refer to page 10 for full details.
- **Relay Plus** – if the Covered Vehicle has broken down and We cannot arrange a prompt local repair, Relay Plus provides alternative travel options. You could choose from a replacement car for up to 48 hours, public transport costs or overnight accommodation. Please refer to page 10-11 for full details.

More detailed descriptions of these services are given below. Please note that Your Scenic Breakdown Assistance Cover will not be active until 24 hours from the time of purchase.

Duration of cover

Scenic Breakdown Assistance Cover runs consecutively with your motor insurance policy and will only be valid for the same duration as the term of the insurance policy.

Please see further details on cancellation, page 14.

Vehicle specifications

Scenic Breakdown Assistance Cover is only available in relation to vehicles which have been registered as a covered Vehicle with the AA, to the level of cover being requested

Maximum Vehicle dimensions for vehicles under 3.5 tonnes

Height 3 metres (9ft 10ins)

Width 2.3 metres (7ft 6ins)

Vehicle dimensions – vehicles over 3.5 tonnes

Height 3 metres (9ft 10ins)

Width 2.3 metres (7ft 6ins)

Trailers UK only

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 weight: 3.5 tonnes (3500kgs) gross laden weight

Maximum length: 8m (26ft)*

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

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

* These dimensions will be calculated taking into account anything attached to the Trailer, 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.

In addition, assistance will be provided for caravans or trailers on tow at the time of the breakdown provided that the GVW of the caravan or trailer does not exceed 3500kg (3.5 tonnes) and falls within the above limits for Relay service. A caravan or trailer with load of a length not exceeding 8m (26ft) or width not exceeding 2.3m (7ft 6in) will be recovered provided that this can be done safely under tow. The AA will seek to arrange, but will not pay for the recovery of any vehicle, caravan or trailer that exceeds any of these limits.

Transportation of animals

Please note that horses or livestock will not be recovered and the recovery of any animal is at Our discretion. See General Terms and Conditions, clause 1m, page 12.

Service Descriptions

Roadside Assistance

What is covered:

- Roadside Assistance is available if the Covered Vehicle is stranded on the highway more than a quarter of a mile from Your Home Address as a result of a breakdown
- If, following a breakdown, We or Our appointed agent cannot fix the Covered Vehicle within a reasonable time, it will be taken to Our choice of relevant local repairer or to a local destination of Your choice, provided it is no further;
- We will make a telephone call at Your request following a breakdown
- Please note that any contract for repair, other than repairs carried out by Us or Our agent at the roadside under Your Scenic Breakdown Assistance Cover, is between You as the person deemed as requesting the repair and the repairer – it is not Our responsibility to instruct the repairer to undertake any work required or to pay them for it;

We do not guarantee that any recovery to a relevant local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst We will endeavor to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed and We do not provide any assurance or warranty with respect to any work carried out at Your request by any third party repairer.

What is not covered:

- The cost of spare parts, fuel, miss fuels, oil, keys or other materials required to repair the Covered Vehicle or any supplier delivery or call-out charges related to these items;
- The cost of any labour, other than that provided by Us or Our agents under Your Scenic Breakdown Assistance Cover at the scene of the breakdown;
- Any additional transport or other costs that You might incur or any incidental expenses that may arise during a recovery. We cannot accept any costs for passengers who do not accompany the vehicle while it is being recovered;
- Routine maintenance and running repairs eg radios, interior light bulbs, heated rear windows;
- Any recovery or tow following an accident (see General Terms and Conditions, clause 2, page 12);
- Assistance following a breakdown attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by You;
- A second or subsequent recovery, after the Covered Vehicle has been recovered following a breakdown;
- All things excluded under General Terms and Conditions, pages 12 - 15.

Home Start

What is covered:

- Home Start provides access to the same service as is available under 'Roadside Assistance' following a breakdown at or within a quarter of a mile of Your Home Address.

What is not covered:

- All things excluded under 'Roadside Assistance – what is not covered'.

Recovery

What is covered:

- Recovery is available when the AA provides either Roadside Assistance or Home Start service and the AA cannot arrange a prompt local repair.
- Recovery provides recovery of the Covered Vehicle, together with You and up to a maximum of seven passengers to any single destination of Your choice on the UK mainland or in Northern Ireland (see also General Terms and Conditions, clause 1h, page 12).

What is not covered:

- Recovery of the Covered Vehicle if it is at or within a quarter of a mile or less of the Home Address.
- A second or subsequent recovery (e.g. the return journey from Your chosen destination or following a further breakdown of the Covered Vehicle).
- Relay does not provide recovery in cases of mis-fuelling. In such cases service will be restricted to a local tow provided under your Roadside Assistance cover;
- Overnight accommodation, incidental expenses, transportation of passengers in excess of the maximum number or transportation of passengers who are not in the Covered Vehicle at the time of the breakdown (although We can assist with arranging such accommodation and transportation at Your cost on request).
- All things excluded under 'Roadside Assistance – what is not covered', page 9.

Compassionate Recovery Assistance:

The AA may be prepared to make Recovery available if You are, or the driver of Your Vehicle is, unexpectedly taken ill during a journey and no other passenger can drive Your Vehicle so as to complete Your intended journey. Any Compassionate Recovery Assistance is given at the AA's absolute discretion and subject to the production of any proof of illness that the AA requires.

Relay Plus

- Underwritten by Acromas Insurance Company Limited, (AICL)

What is covered:

- Relay Plus is available if the Covered Vehicle is immobilised following a breakdown which We have attended under Roadside Assistance and where We cannot arrange a prompt local repair. Customers with Relay Plus may choose from either a replacement vehicle OR overnight accommodation OR public transport costs (see below for full details of what is covered under each benefit).

What is not covered:

- Relay Plus cannot be provided retrospectively except in exceptional circumstances that may be agreed by Us at Our discretion;
- Relay Plus is not available following an accident (see General Terms and Conditions, clause 2, page 12-13).

Relay Plus benefit options:

A: Replacement vehicle

What is covered:

- The cost to supply a replacement mid-range saloon or hatchback type car, up to 1,600cc, plus insurance, for up to 48 consecutive hours, from an AA chosen supplier.
- Where possible, the AA will arrange for any replacement car to be provided by the supplier around the time and point of the relevant breakdown.
 - A collection and delivery service (or equivalent) is available from the chosen suppliers, subject to availability, to the supplier's terms and conditions and to Your payment of the supplier's fuel charges connected with collection and/or delivery. A minimum of four hours notice is required by the suppliers to arrange the delivery of a car.
 - If the hire car is not taken at that time, and the receipt of the hire car is delayed at Your request and with the AA's agreement, You are responsible for arranging delivery direct with the relevant supplier. The AA may be prepared to assist in making these arrangements
- The collection and delivery service will only be available to mainland UK destinations and to a maximum delivery distance of thirty miles. You are responsible for making arrangements for the return of the hire car to the supplier.

What is not covered:

- Other charges arising from the Driver's use of the hire vehicle, such as (without limitation including collect and/or delivery of hire car) fuel costs, any insurance excess charges, and charges arising if the Driver keeps the vehicle for more than 48 hours;
- Replacement vehicles cannot be supplied with a tow bar, and therefore the Driver's caravan or trailer will have to, if eligible, be recovered under Relay with Your Vehicle
- Relay does not provide recovery in cases of mis-fuelling. In such cases service will be restricted to a local tow provided under your Roadside Assistance cover;
- Please note: Replacement cars are supplied to You/ the Driver by Our chosen suppliers.
- The vehicle hire agreement will be between You/ the Driver and the relevant supplier and will be subject to that supplier's Terms & Conditions. These will usually require or include (amongst other things):
 - Production of a full driving licence valid at the time of issue of the hire vehicle;
 - Limits on acceptable endorsements;
 - Limitations on the availability and/or engine capacity of the replacement vehicle;
 - A cash or credit card deposit eg for fuel;
 - Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months.

OR

B: Public transport costs

- We will reimburse reasonable public transport costs incurred by the Driver and up to a maximum of seven passengers (see General Terms and Conditions clause 1g) in travelling to a single UK mainland destination. Claims should be made in writing and sent together with proofs of purchases and receipts to: the AA, Relay Plus Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA.

OR

C: Overnight accommodation

- We will arrange and pay directly for one night's bed and breakfast on the day of the breakdown at a hotel of its choice for the Driver and up to a maximum of seven passengers (see General Terms and Conditions clause 1g).

Please note that any additional costs incurred during overnight accommodation such as other meals, drinks, telephone calls and newspapers are not included. You must settle these direct with the hotel before leaving.

General Terms and Conditions

General exclusions

1. Scenic Breakdown Assistance Cover does not provide for:

- a. Your Vehicle servicing or re-assembly eg where this is required as a result of neglect or unsuccessful work on Your Vehicle other than on the part of Us or Our agents;
- b. the cost of garage or other labour required to repair Your Vehicle, other than that provided by Us or Our agents at the scene of the breakdown or accident;
- c. any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. We will arrange for Your Vehicle to be taken to a local garage or another appropriate location but You will have to pay for any work carried out;
- d. any additional charges resulting from a failure to carry a legal and serviceable spare wheel or tyre in Your Vehicle, except where this is not provided as manufacturers standard equipment. We will endeavor to arrange on Your behalf, but will not pay for, assistance from a third party;
- e. having Your Vehicle stored or guarded in Your absence;
- f. the provision of service when Your Vehicle is on private property eg garage premises, unless You can establish that You have the permission of the owner or occupier;
- g. the provision of service to any persons in excess of the number of seats fitted in Your Vehicle at the time of breakdown, or to anyone who was not travelling in Your Vehicle at the time of the breakdown. If there are more people than the maximum allowed, We will seek to arrange, but will not pay for, their onward transportation;
- h. any ferry, toll or congestion charges incurred in connection with Your Vehicle as a result of it being recovered;
- i. the recovery of any vehicles bearing trade plates or which We have reason to believe have just been imported or purchased at auction;
- j. the transportation of immobilised vehicles where We consider this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;
- k. the cost (including any call-out charge) of any locksmith, body-glass or tyre specialist, should We consider this to be required. We will endeavour to arrange this help on Your behalf, however it will not pay for these specialist services and any contract for services provided will be between You and the relevant specialist. If, in Our reasonable opinion, Your Vehicle requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by Our patrols is required, We will arrange the recovery but at Your cost. If use of a locksmith or other specialist would, in Our opinion, mobilise the vehicle, no further service will be available for the breakdown in question;
- l. the cost of any specialist lifting equipment (not normally carried by Our agents), if this is, in Our view, required to provide assistance eg when a vehicle has left the highway, is standing on soft ground or is stuck in snow or floodwater. In these instances, We will arrange recovery but at Your cost. Once the vehicle has been recovered to a suitable location, Our normal service will be provided;
- m. the transportation or arrangement of the transportation of any animal. We will not recover horses or livestock. If We or Our agents does, at its absolute discretion, agree to transport any animal, then this will be at Your own risk. It is Your responsibility to secure any animal being transported or to make alternative arrangements for its transportation;
- n. assistance for vehicles broken down as a result of taking part in any 'Motor Sport Event', including, without limitation, racing, rallying, trials or time-trials or auto test. However, for the avoidance of doubt, We do not consider 'Concours d'élégance' events, track test days for road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be Motor Sports Events.

2. Scenic Breakdown Assistance Cover does not provide for any vehicle recovery following an accident. We may, if You request, be prepared to provide recovery following an accident but, if so, You will be responsible for paying Our charges for this assistance (including, but not limited to, any charges relating to any specialist equipment used). You must pay, on request, any applicable charges. You must give Us, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause. Please note that, following an accident, or otherwise, it is and remains Your responsibility to ensure that any requirements of the relevant motor insurer are properly complied with when making a claim under Your motor insurance policy.

General rights to refuse service

Please note: if You are refused service by Us You have a right to a written explanation as to why service was refused (see 'Compliments and complaints' for Business Support contact details).

3. We reserve the right to refuse to provide or arrange Scenic Breakdown Assistance Cover where:

- a. service is requested to deal with the same or similar cause of breakdown to that which We attended within the preceding 28 days. It is Your responsibility to make sure that emergency repairs carried out by Us are, where appropriate, followed as soon as possible by a permanent repair. Nothing in this provision shall affect any rights You may have in relation to any negligence or breach of contract or breach of any other legal duty on the part of Us or Our agents;
- b. You are not with Your Vehicle at the time of the breakdown and You are unable to be present at the time assistance arrives;
- c. in its reasonable opinion, Your Vehicle was, immediately before breakdown, dangerous, overladen, unroadworthy or could not otherwise have been lawfully used on the public highway;
- d. in its reasonable opinion, the giving of service would involve any breach of the law;
- e. in its reasonable opinion, there has been an unreasonable delay in reporting the breakdown;
- f. You cannot produce a valid entitlement Policy. If this cannot be produced, and We are unable to verify that the appropriate entitlement is held, We reserve the right to refuse service. However if You are unable to prove entitlement to service, We may, at Our discretion, offer service on the immediate payment (by credit, debit) of the usual premium for the relevant cover required, plus a supplementary premium for joining while already requiring assistance.

The premium paid for Scenic Breakdown Assistance Cover will be fully refunded if it can be established to Our reasonable satisfaction that the relevant level of service entitlement 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;

- g. We reasonably consider that You:
 - i. for anyone accompanying You, is behaving or has behaved in a threatening or abusive manner to Our employees, or agents, or to any third party contractor;
or
 - ii. have falsely represented that You are entitled to services that You are not entitled to; or
 - iii. have assisted another person in accessing Our services to which they are not entitled; or
 - iv. owe Us money with respect to any services, spare parts or other matters provided by Us or by a third party on Our instruction.

Additional services

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

Use of agents

5. Service from Our dedicated delivery network is subject to availability and may be supplemented by use of appropriate agents. We will only accept responsibility for the actions of an agent where the agent is acting on Our instruction.

Requests for assistance

6. All requests for assistance must be made to Us using the contact instructions provided by Us from time to time. If You contact a garage direct, You will have to settle its bill and We will be under no obligation to reimburse You.

Emergency nature of breakdown service

7. We and Our agents are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or roadworthiness of a vehicle after a breakdown or an emergency repair. In addition, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned.

Your right to cancel

8. Your Scenic Breakdown Assistance Cover runs concurrently with Your Motor Insurance Policy.

You may cancel Your Scenic Breakdown Assistance Cover at any time. If You cancel Your policy within 14 days of either:

1. the inception or renewal date
2. the date from which You receive the contractual terms and conditions which ever happens later;

You are entitled to a proportionate return of Your premium. After 14 days, no part of Your premium will be refunded or returned to You, however if You do choose to cancel Your Motor Insurance for whatever reason, Your Scenic Breakdown Assistance Cover will cancel also. You will not be able to renew any Scenic Breakdown Assistance Cover if You do not have Motor Insurance cover in place through Scenic.

If you wish to cancel your policy please contact us on Tel 0161 669 7865

If We cancel Your Scenic Breakdown Assistance Cover for any other reason, We will write to You at Your last known address confirming that Your Scenic Breakdown Assistance Cover will end 7 days after the date of the letter.

9. We shall have the right to cancel any Scenic Breakdown Assistance Cover if:

- a. We have been entitled to refuse service under clause 3g, page 13
- b. the maximum number of call-outs, as set out in Our Service Control, has been reached or exceeded in any Calendar Year; Refer Pg 15 Service Control
- ci. Scenic Breakdown Assistance Cover was taken out where We were, or are, entitled to cancel an existing or previous cover under sub paragraph a) or b) of this clause.

No refund of premium shall be due to You following a cancellation under sub-clause a) and b). In the event that We cancel a Scenic Breakdown Assistance Cover in accordance with sub-clause c), We shall give customers a pro rata refund of the premium based on the unexpired cover at cancellation provided no service has been given.

Changes to Terms and Conditions

10. We are entitled to change any of the Terms and Conditions at any time.

We also reserve the right to make changes to these Terms and Conditions during the Year, on the giving of reasonable notice, where it reasonably considers this necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

Changes to Your Details

11. Changes to Your details (including changes to vehicle details) must be notified to Scenic immediately. This must be done by contacting Scenic Breakdown on 0161 669 7865 or by writing to Scenic at: Scenic, Woodside House 261 Low Lane, Horsforth LS18 5NY

Please note changes to Your details can only be made by the named contact(s) on Your policy.

Matters outside Our reasonable control

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

Exclusion of liability for loss of profit etc

13. We shall not, in any event, and to the extent permitted by law, have any responsibility for any increased costs or expenses, for any loss of profit, business, contracts, revenue or anticipated savings or for any special, indirect or consequential losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), breach of agreement or otherwise. For the avoidance of doubt, nothing in this clause or these Terms and Conditions shall exclude or restrict Our liability for negligence resulting in death or personal injury.

Enforcement of Terms and Conditions

14. Failure to enforce or non-reliance on any of these Terms and Conditions by Us will not prevent Us from subsequently relying on or enforcing them.

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

Use of headings

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

Interpretation: use of English law and language

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

Service Control

Important: Please read the following carefully.

This Service Control policy applies to You when requesting Your Cover. Service Control is designed to keep cover affordable by making sure high use is avoided. We have therefore placed limits on the number of call-outs that can be made in any one Year.

Service Limit for Scenic Breakdown Assistance customers - **Maximum of 5 call-outs per Year.**

Excess Requests/Non-Covered Vehicles

If You make any request for service in excess of Your service limit (which is set out above), We will charge You for that request on a 'pay for use' basis - i.e. a fixed fee for each additional request for service. 'Pay for use' fees will be calculated in accordance with Our standard prices from time to time and are one-off payments (i.e. do not entitle You to any ongoing cover) and must be paid before the relevant service will be provided.

We will also charge You on this 'pay for use' basis if We provide service for vehicles which, in Our opinion, are not Covered Vehicles, do not comply with the Vehicle Restrictions or, for any other reason, are not entitled to receive the service requested ("Non-Covered Vehicles") - see General Exclusion (3) for more details. The service provided for such Non-Covered Vehicles will be initially limited to Roadside assistance, but may be extended to include Recovery depending on the kinds of assistance Your Cover generally includes. In any event, We will inform You of the 'pay for use' costs of the requested services at each stage and those costs must be paid by You before service will be provided.

We will refund 'pay for use' fees paid for Non-Covered Vehicles (and, subject to the scope of Your Cover, expenses paid by You) if You establish to Our reasonable satisfaction that the vehicle in question was entitled to receive the paid-for service under the terms of Your Cover and the provision of that service was within Your service limit. Subject to any statutory rights You may have, You are not entitled to a refund of 'pay for use' fees for excess requests or Non-Covered Vehicles in any other circumstances, including if the relevant vehicle cannot be fixed at the roadside.

Using Your Personal Information

1.1 The AA Group of Companies (being AA Plc together with any entity in which the AA Plc directly or indirectly has at least 50% shareholding*). ("We") will use Your personal information for the following purposes:

- (a) to identify You when you contact Us;
- (b) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
- (c) to help to prevent and detect fraud or loss;
- (d) where We are contacted for breakdown assistance service using a mobile telephone We or Our agents may provide details of the relevant telephone number to the mobile telephone network providers, through Our agent, to enable Us to record the geographical location of the handset as part of the breakdown information in order to assist Us in locating the caller.

*A list of companies forming the AA Group of companies is available from the AA Data Protection officer at the address given below.

**See AA privacy policy at the <http://www.theaa.com/privacy-policy> for further details

1.2 We may allow other people and organisations to use information We hold about You for the purpose of providing services You have asked for, as part of the process of selling one or more of Our businesses, or if We have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard Your personal information.

1.3 We may monitor and record communications with You (including phone conversations and emails) for quality assurance and compliance reasons.

1.4 We may check Your details with fraud prevention agencies. If You provide false or inaccurate information and We suspect fraud, We will record this. We and other organisations may use and search these records to:

- (a) help make decisions about credit and credit related services for You and members of your household;
- (a) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for You and other members of Your household;
- (c) trace debtors, recover debt, prevent fraud and to manage Your accounts or insurance policies; and
- (d) check Your identity to prevent money laundering unless You give Us other satisfactory proof of identity.

1.5 Where You give Us information on behalf of someone else, You confirm that You have provided them with the information set out in these provisions and that they have not objected to such use of their personal information. Where You give Us sensitive data about yourself or another person (such as health details or details of any criminal convictions) You agree (and confirm that the other person has agreed) to Our processing such information in the manner set out in these provisions.

1.6 If You need details of those fraud prevention agencies from which We may obtain and with which We may record information about You or the List of Companies forming the Acromas Group, please write to Our Data Protection Compliance Manager at The Automobile Association, Fanum House, Basing View, Basingstoke, RG21 4EA.

COMPANY DETAILS

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, RG21 4EA. Registered in England and Wales Number: 01878835.

Acromas Insurance Company Limited 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.

Scenic Breakdown Assistance is arranged and administered by Scenic, Scenic is a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB. Scenic office: Woodside House, 261 Low Lane, Horsforth, Leeds. LS18 5NY.



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