

# **European Breakdown Cover**

# **POLICY BOOKLET**

This AA European Breakdown Cover policy is a contract between the Policyholder and the Authorised Insurer shown on the Statement of Fact.

The insurance operates during any period for which the Policyholder has paid or agreed to pay the premium (and any tax payable on the premium) and where this has been accepted by AA Insurance on behalf of the Authorised Insurer. The terms are set out in this Policy which, together with the Statement of Fact, any endorsements, and any statements made by You form the contract of insurance and must be read as a whole.

#### IMPORTANT - keeping us informed

We have prepared this Policy on the information that you have given us about yourself and all others travelling under this Policy. Please let us know immediately of changes that affect what you have told us.

AA Ireland Limited trading as AA Insurance is regulated by the Central Bank of Ireland.

AA Ireland Limited, Registered Office: 20/21 South William Street, Dublin 2. Registered in Ireland, number 389194. European Breakdown Cover is underwritten by Inter Partner Assistance S.A.

Inter Partner Assistance S.A. is authorised and regulated by the National Bank of Belgium, under number 0487, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium and company number 0415.591.055. Inter Partner Assistance S.A. is authorised by the National Bank of Belgium in Belgium and is regulated by the Central Bank of Ireland for conduct of business rules. Inter Partner Assistance S.A. is part of the AXA Group.



AA MEMBERSHIP



AA HOME INSURANCE



AA CAR INSURANCE



AA TRAVEL







AA LIFE INSURANCE

VEHICLE INSPECTION

ROADWATCH

PUBLIC POLICY





ROUTE PLANNING

AA APPROVED ACCOMMODATION

For information on any of the above visit theAA.ie

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# Your Checklist of Contact Numbers

Emergency Vehicle Assistance in the UK and Europe & when travelling in Ireland as part of <b>Your Party</b> (See definition for " <b>Your Party</b> " on Page 8) <b>24 Hour Service:</b> 00 800 88 77 66 55*	See page 9 for emergency contact procedure and how to obtain assistance on motorways in Europe. *When dialling from within Ireland and the UK <b>You</b> must dial 00 800 and not 0800 or 1800
If any difficulties are experienced on the above line please call: <b>from within</b> <b>France:</b> 0825 098876 or 0472 171200 o <b>r from any other location:</b> 00 33 825 098876 or 00 33 472 171200	(Call charges will apply & costs are not covered under <b>Your</b> policy in any circumstance)
To make any changes to <b>Your</b> existing AA European Breakdown Cover policy before <b>You</b> travel. Tel: 0818 227 228 (Mon-Fri, 9am-6pm and Sat 10am-3pm)	Please quote <b>Your</b> policy number. <b>You</b> may be charged for any changes made.
lf <b>You</b> decide to stay abroad beyond <b>Your</b> stated return date (as shown on <b>Your</b> Statement of Fact) Tel: 0818 227 228 (Mon-Fri, 9am-6pm and Sat 10am-3pm)	You must notify <b>Us</b> before the date the policy expires to keep <b>Your</b> cover in force. An additional premium will be required at the time of arranging the extension. See page 11 & 12 for details.
Enquiries about the terms and conditions of <b>Your</b> policy. Tel: 0818 227 228 (Mon-Fri, 9am-6pm and Sat 10am-3pm)	Including declaration, geographical limits and eligibility of vehicles to be covered, etc.

For general information and enquiries about motoring in the UK and Europe. Tel: 0818 227 228 (Mon-Fri, 9am-6pm and Sat 10am-3pm)	Including compulsory equipment and documents required for travel overseas, traffic and toll information. Free route planning service available on <b>our</b> Website theAA.ie
Claims: While We make every effort to guarantee costs on Your behalf, there will be occasions when We will ask You to pay locally and reclaim these costs. To obtain a claim form please call AA Travel on Tel: 0818 227 228 and ask for AA Travel Claims	Please Note: Claims must be submitted within 31 days of <b>Your</b> return <b>Home</b> . See pages 30 & 31 for Conditions of making a claim. Call charges will apply.
If <b>You</b> have a complaint, compliment or suggestion <b>We</b> want to hear from <b>You</b> . <b>Your</b> comments give <b>Us</b> the opportunity to put things right and improve <b>our</b> service.	Write to: AA European Breakdown Cover 20/21 South William Street, Dublin 02 Tel: 0818 227 228 E-mail: service@theaa.ie

#### **Mobile Telephones**

Mobile phone calls can be expensive. **Your** mobile phone service provider may charge **You** for using Freephone numbers and even when someone calls **You** back on **Your** mobile phone **You** may have to pay. These costs are not covered under **Your** policy in any circumstances.

#### **Please note:**

Mobile phone networks and coverage in Europe are often less stable than in Ireland or the UK. It may be necessary to use landline telephones in certain locations.

# Definitions

The Cover: means AA European Breakdown Cover.

**We / Us / Our:** Inter Partner Assistance S.A., which is authorised and regulated by the National Bank of Belgium, under number 0487, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium and company number 0415.591.055. Inter Partner Assistance S.A. is authorised by the National Bank of Belgium in Belgium and is regulated by the Central Bank of Ireland for conduct of business rules. Inter Partner Assistance S.A. is part of the AXA Group.

AA Ireland provide management, administration and claims handling services in relation to insured elements of European Breakdown Cover. AA Ireland Limited, Registered Office: 20/21 South William Street, Dublin 2. Registered in Ireland, number 389194.

**You** / **Your**: means the person named on the Statement of Fact, who is agreed to act on behalf of the whole party and who remains with the vehicle for the whole duration of the trip.

**Your Party**: means the total number of people declared by **You** at the time of purchase and shown on the Statement of Fact. **We** will only cover people who are travelling with **You** for the whole duration of **Your Party**, to and from Ireland.

**Your Trip**: means **Your** journey overseas with **Your Vehicle** within the **Period of Cover, starting and ending** in Ireland. **We** will only cover **You** within Ireland for a direct journey to or from the seaport.

Home: means Your permanent residential address in Ireland.

**Period of Cover:** means the dates declared by **You** at the time of purchase and shown on the Statement of Fact which **We** or **our** authorised agent have issued and validated. **You must take cover for the whole duration of Your Trip. Cover will commence when You leave Your Home and will finish as soon as You return Home, even if this is earlier than the dates shown. We** may agree to extend the **Period of Cover**, if **Your** return is unavoidably delayed. **Your Vehicle:** means the vehicle You are using for Your Trip as confirmed on the Statement of Fact. If You pay the towing supplement, We will also cover a towed trailer/caravan. All vehicles including trailers and caravans must comply with vehicles specified under "WE COVER THE FOLLOWING VEHICLES", see pages 17 & 18.

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

**Accident:** means an incident on the highway, which has rendered **Your Vehicle** undriveable or unsafe to drive.

**Data Protection Legislation:** means the relevant **Data Protection Legislation** in force within the territorial limits where this cover applies at the time of the **Accident**.

# What to Do in an Emergency

#### Vehicle Breakdown or Accident

- 1. Switch on **Your** hazard warning lights.
- 2. Try to move Your Vehicle out of the way of all traffic.
- 3. Place **Your** warning triangle(s) behind **Your Vehicle** in a clearly visible position approximately 30 metres on roads and 100 metres on motorways.

#### Assistance on Motorway or Motorway Service Areas:

The AA cannot assist **You** until **You** have been towed from the motorway/service area. Many motorways are privatised and have appointed **Breakdown** service providers.

- 1. Find the nearest emergency telephone; generally located every 2km.
- Press the button or for France dial 17 for the police who will send out the official motorway breakdown service. The phone from which You are calling automatically indicates Your location.
- 3. Once **You** have been towed off, call the AA on 00 800 88 77 66 55

#### **All Other Locations**

Find the nearest telephone and call the AA on 00 800 88 77 66 55

#### Be Ready to Tell Us:

- 1. **Your** AA European Breakdown Cover policy number.
- 2. Your exact location.
- 3. A contact telephone number **We** can reach **You** on.
- 4. Your Vehicle's make, model and registration number.

#### When You Contact Us for Help

It is important that **You** contact the AA if **You** require assistance and follow the procedures notified to **You** by **Us**. If **You** contact a garage direct, **You** will have to settle their bill and the AA will be under no obligation to reimburse **You**. But see special note on calling for assistance from a motorway on this page.

# Always Carry Statement of Fact With You

If **You** cannot produce a valid Statement of Fact or quote a valid policy number, **We** reserve the right to refuse to arrange service and cover will not apply.

#### **Provision of Assistance In Europe**

Please note that AA European Breakdown Cover is not an extension of AA Membership benefits into Europe. Different benefits apply and third party service providers, including garages, repairers, recovery operators, car hire companies, etc., whose services are arranged and/or paid for under **The Cover**, are not approved by the AA and do not act as agents of the AA. While **We** will assist in liaising with the third parties, if **You** ask **Us** to help, the AA cannot be held liable for any acts or omissions of any such garages or other third parties.

#### **Motor Vehicle Insurance**

AA European Breakdown Cover is not motor vehicle insurance. It is **Your** responsibility to check with **Your** motor insurers to extend **Your** motor vehicle insurance to provide overseas cover.

If **You** have a road traffic **Accident**, **You** must supply **Your** motor vehicle insurance details to **Us** when **We** ask for this information.

If **You** do not supply **Us** with the details of valid motor vehicle insurance for **Your Vehicle** at any time when **We** ask **You** for this information, **We** will not provide **You** with assistance. **You** must advise **Us** if **Your Vehicle** has a mechanical warranty. While **We** will provide immediate assistance at the roadside, it is **Your** responsibility to ensure that any subsequent repairs are in accordance with and do not invalidate **Your Vehicle** warranty.

# **Cooling Off Period**

This policy includes a cooling off period. What this means is that if, within 14 days of receipt of **Your** policy documents or start date (whichever is later), **You** decide for any reason to withdraw from the contract, **You** may cancel the policy by notifying AA Insurance in writing. Providing **You** have not travelled and no claim has been made, any premium already paid will be refunded to **You**. Should **You** decide to return the policy to **Us You** will not be able to make a claim at a later date. Any cancellations after this 14-day period will not be refunded.

# **Extending Your Trip**

If **You** decide to stay abroad beyond the return date declared by **You** at the time of purchase and shown on **Your** Statement of Fact, **You** must notify **Us** of **Your** new plans before the date of expiry of **Your** cover and pay the additional premium **We** request, to keep **Your** cover in force. If **You** do not contact **Us** before **Your** cover has expired, **Your** cover will lapse and cannot be reinstated.

Telephone: 0818 227 228 (Mon-Fri, 9am-6pm and Sat 10am-3pm)

**You** must pay for the extension at the time of **Your** request and provide the following details:

- Your name as the policy holder
- Your AA European Breakdown Cover policy number
- The amended date of Your return Home
- Your original return date
- How many extra days cover You need

- The address where We should send Your amended Statement of Fact
- Your Visa/MasterCard/American Express/Laser card number and expiry date

Please also advise if any claims have been incurred under AA European Breakdown Cover while **You** have been abroad. Cover is extended automatically without charge if the period of **Your Trip** is involuntarily extended by an incident insured against by this cover.

#### Conditions

- You must request any extension of cover personally.
- Any extension of cover will be at **our** discretion.
- We cannot extend Your cover if Your original cover has expired before You contact Us.
- We cannot change Your cover in any way but can only extend Your original Period of Cover.
- The original financial limits will continue to apply to the extended **Period of Cover.**
- All extensions to **Your Period of Cover** are subject to the terms and conditions applying to AA European Breakdown Cover policies as set out in this document.
- A total minimum charge of €13.00 will be made.
- Cover is limited to 90 days total cover in any one period of insurance.

# **Breakdown Cover**

**We** will provide cover against loss, damage or liability covered by **Your** AA European Breakdown Cover Policy, subject to all relevant terms, conditions and exclusions of this cover.

When **You** use AA European Breakdown Cover **our** help is subject to the terms and conditions contained in this Policy. Please read it carefully. **We** reserve the right to accept or refuse an application for new or extended cover.

#### Do not wait until You have a claim to make sure You understand Your Policy.

In particular, make sure that the details shown on the Statement of Fact are correct (let **Us** know immediately if any changes are necessary) and that **You** understand all sections.

The Statement of Fact is incorporated in and forms part of the contract between **You** and **Us**.

The Policy, the Statement of Fact and any Endorsement shall be evidence of the contract and are to be read as one document. Any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Provided the Policyholder pays the premium and **We** have agreed to accept it, **We** will provide **The Cover** in the terms set out in this Policy.

The conditions which appear in the Policy or in any Endorsement are part of the contract and must be complied with. Failure to comply may mean that the claim will be inadmissible.

Provided that this Policy shall not be in force unless the Statement of Fact has been issued by a person authorised by **Us**.

#### This Policy should be kept carefully in a place of safety.

Should **You** have any query about this Policy or **our** service, please write to:

AA European Breakdown Cover 20/21 South William Street, Dublin 02 Tel: 0818 227 228 (Mon-Fri, 9am-6pm and Sat 10am-3pm)

#### Email: service@theaa.ie

# Declaration

AA European Breakdown Cover contains vehicle and health restrictions. **You** must be able to make the following declaration for yourself, anyone travelling with **You**, or anyone else on whom the trip may depend.

#### As far as I know the following apply:

- AA European Breakdown Cover (all sections)
  - a. My vehicle is eligible for AA European Breakdown Cover and has been regularly serviced and maintained according to the manufacturer's instructions and I am not aware of any electrical, mechanical or other vehicle problem which may interrupt my trip.

- b. If my vehicle is specially adapted for me or for any member of my party, I will make the AA aware of this before I travel.
- Replacement Driver section 4 (pages 23 25)
  - a. Nobody is waiting for an operation, hospital consultation (other than for regular check-ups), or other hospital treatment or investigations.
  - b. Nobody has received treatment, other than regular medication, in the last 24 months for any of the following conditions; any blood disorder, any psychiatric illness, any form of cancer, leukaemia or tumour, dialysis treatment, a transplant, or dementia.
  - c. Nobody has breathing or heart problem which has needed hospital treatment more than once in the last 12 months.
  - d. Nobody has been seen by a specialist in the last three months (other than for regular check-ups) or been admitted to a hospital overnight.
  - e. Nobody will travel against medical advice or to get medical treatment.
  - f. Nobody has been given a terminal prognosis by a registered doctor.
  - g. I am not aware of any other reason (medical or otherwise) why the trip may be cancelled or cut short.

If **You** cannot agree with this declaration when **You** take out **The Cover**, **You** must phone AA Travel immediately on 0818 227 228 (Mon-Fri, 9am-6pm and Sat 10am-3pm). Do this at the time of taking out this policy and **We** will tell **You** if **We** can give cover. If **You** cannot contact **Us** at the time of buying this cover, **You** must contact **Us** within 14 days of purchase.

If there is a change in **Your** medical condition or the medical condition of anyone on whom the trip depends, (after **You** have taken out this cover, but before **You** travel) and **You** can no longer agree with the declaration, **You** must contact **Us** immediately on 0818 227 228 (Mon-Fri, 9am-6pm and Sat 10am-3pm). **We** will then tell **You** if cover can continue.

# **Important Notes**

**You** must tell **Us** any facts **We** ask for in the declaration and which could affect this insurance. If **You** do not, **You** may not be fully covered.

In particular, **You** must give **Us** any information which may influence **our** decision to provide or continue **Your** cover (for example, **Your** health or the health of a close relative). If **You** are not sure whether **We** need to know a particular fact, please contact **Us**.

# **Geographical Limits**

Cover applies within the following geographical limits. You and Your Vehicle must stay together within these limits at all times; if You travel or intend to travel outside these countries, with or without Your Vehicle, Your cover for both yourself and Your Vehicle will become invalid and We will not arrange assistance for You nor pay any claims.

- AA European Breakdown Cover (European trip): Republic of Ireland, United Kingdom, Channel Islands, all islands of the Mediterranean (excluding Northern Cyprus) and the following countries of mainland Europe: Andorra, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden and Switzerland. Cover does not apply to territories beyond mainland Europe.
- AA European Breakdown Cover (UK trip): is restricted to the Republic of Ireland, United Kingdom and Northern Ireland, the Channel Islands and the Isle of Man.

Note: Cover does not apply to territories beyond mainland Europe.

Cover within **Your Home** country applies only to a direct journey to and from the seaport and 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. **We** reserve the right to amend the geographical limits of cover in the event of war, civil disturbance, riot or radioactive contamination.

# **Summary of Benefits**

This is a summary of **Your** cover. Full details of cover, showing restrictions and limitations are shown in the separate sections on pages 19 to 28.

Section 1	Roadside assistance, towage and emergency labour	up to €400 max	limited to €150 for garage labour
	Spare parts location	location and despatch costs	cost of parts not covered
Section 2	Car hire and alternative travel	up to €1,400 per party	car hire limit €100 per day
Section 3	Additional accommodation	up to €700 per party	€50 per person per day
Section 4	Vehicle recovery	up to current market value	to recover <b>Your</b> <b>Vehicle</b> to Ireland
OR	Vehicle collection	one person's costs	to collect after repair overseas
OR	Alternative driver	reasonable & necessary costs	following illness/ injury of driver only
Section 5	Legal protection	up to €100,000	help & advice after a road traffic incident
		(includes provision for up to €2,000)	bail bond guarantee

#### OVERALL CLAIM LIMIT OF €2,500 PER PARTY PER TRIP EXCLUDING UNACCOMPANIED VEHICLE RECOVERY AND LEGAL PROTECTION BENEFITS.

# We Cover the Following Vehicles

**We** will cover the following vehicles provided that they comply with the limitations and are within the vehicle type, Weight and size restrictions and other conditions as set out below:

**All vehicles must be permanently registered in the Republic of Ireland**, built to manufacturer's specifications, hold a current DOE/NCT Certificate (where required), hold appropriate insurance for circulating overseas, be in a roadworthy condition at the start of **Your Trip** and used for private purposes only. **We** reserve the right to require an inspection of the vehicle to confirm its roadworthiness.

Cover is only available to permanent residents of the Republic of Ireland so long as **Your** journey commences and ends through a Republic of Ireland seaport.

We will not cover the carriage of goods/passengers for hire/reward for vehicles of any age. We will not cover personal effects, goods/vehicles/boats or other waterborne craft on or in Your Vehicle/ trailer nor consider any subsequent loss. These remain Your responsibility at all times. Any type of vehicle not mentioned below is not covered.

#### **Exclusions:**

**We cannot**, under any circumstances, provide cover to vehicles that are not permanently registered in the Republic of Ireland.

Vehicle under 8 years of age at date of travel	Vehicles 8 years of age or older at date of travel
Private cars & motorcycles over 200cc	Older vehicle supplement must be paid
Light vans and minibuses	No Cover
Campervans and motorcaravans	Older vehicle supplement must be paid.*

- Caravans, luggage trailers, camping trailers and trailer tents of proprietary make only.
- Must carry a spare wheel and tyre. Towing supplement payable. Boat Trailers Not Covered.

\*maximum age of campervan/motorcaravans acceptable is 10 years.

#### **Vehicle occupants**

Maximum of 8 persons including driver and infants but limited to the number of fixed seats and restraints in **Your Vehicle**.

#### Weight and size restrictions

Maximum vehicle weight	3.5 tonnes (3500kgs) gross vehicle laden weight
Maximum vehicle length	7m (23 ft)
Maximum vehicle width	2.3m (7ft 6in)
Maximum vehicle height	3m (9ft 10in)

**You** must comply with legislation as to vehicle types, weight and dimensions which apply in the countries **You** are visiting and **We** cannot be liable for any loss whatsoever because **Your Vehicle** cannot be imported into or used in overseas countries, due to its type, weight and/or dimensions. If in doubt, contact the AA for advice before travel.

# The Cover

AA European Breakdown Cover (**"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 Ireland, emergency alternative travel or emergency accommodation assistance and legal protection to **You** and **Your Party** if **Your Vehicle** is stranded on the highway, as a result of a **Breakdown** or **Accident**.

OVERALL CLAIM LIMIT

AA EUROPEAN BREAKDOWN COVER HAS AN OVERALL CLAIM LIMIT OF €2,500 PER PARTY, PER TRIP, EXCLUDING UNACCOMPANIED VEHICLE RECOVERY AND LEGAL PROTECTION BENEFITS.

# 1. Roadside Assistance and Emergency Repair

#### WHAT WE WILL COVER

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

- Roadside assistance, towage and garage repairs up to €400 overall maximum. This includes up to €150 for garage labour costs within this total amount.
- 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).
- **We** will include any costs **We** agree under this benefit in the AA European Breakdown Cover overall claim limit shown above.

#### WHAT WE WILL NOT COVER

- The cost of any replacement part, tyres, body glass, fuel, lubricants or other fluids, keys, or other materials.
- 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.

- Routine maintenance and non-emergency repairs such as radios, cd players and heated rear windows.
- Any non-essential repairs, damage to paintwork or other cosmetic repairs which do not affect the mobility or security of **Your Vehicle** nor render it unsafe to drive.
- Any costs incurred because **You** are not carrying a spare set of vehicle keys or a legal and serviceable spare wheel(s) and tyre(s).
- Any costs covered under **Your Vehicle**'s warranty.
- Anything mentioned as not covered under General Terms and Conditions.

#### NOTES

- We will only seek to arrange a guarantee of costs within the limits We cover and You will have to pay the repairing garage for extra costs or the costs of parts.
- We will ask You to pay for any spare parts at the time they are ordered for You.
- If We cannot arrange for a garage to accept our guarantee of costs, We will ask You to pay for any repairs undertaken at the time and reclaim insured costs when You return Home.
- We cannot guarantee that any tow to a local repairer will be within opening hours or that the repairer will be available to undertake any necessary repair immediately.
- We cannot guarantee that spare parts will be available, especially for older vehicles, where parts may be impossible to locate.
- We are not liable for local variations in the cost of spare parts located overseas.
- Standard Ireland or UK spare parts may not be available locally and delays may occur in location and delivery from Ireland or the UK.
- If **You** are not the owner of the vehicle, **You** must check with the owner before **You** authorise any repairs.
- Repair costs can vary from those in Ireland and may be more expensive.
- Before **You** pay the bill and take **Your Vehicle** away from the garage, check the work carefully to make sure it is satisfactory, as it is may be very difficult for **You** to get any redress after **You** have paid the bill and returned **Home**.
- Please pay careful attention to the note on page 10 Provision of Assistance in Europe regarding the nature of our relationship with the third-party service providers such as garages, repairers and recovery agents.

- If the garage cannot complete the repairs within 8 hours or until after Your planned return Home, You must contact Us to discuss Your options. You must keep in touch with Us to confirm any further entitlement under the benefits.
- If Your Vehicle has left the highway and You ask for assistance when it is in a ditch, standing on soft ground, sand or shingle, or stuck in water or snow any recovery to a place of safety We arrange for You will be at Your cost.

# 2. Emergency Car Hire & 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 travel as set out below.

#### WHAT WE WILL COVER

Reasonable additional expenses from one or a combination of:

- a) Contribution towards car hire costs up to €100 per day
- b) Air fares (economy)
- c) Rail fares (standard)
- d) Local taxi fares
- e) Any other transport equivalent to 2nd class rail fares

Overall limit a-e is up to €1,400 per party per trip. **We** will include any costs **We** agree under this benefit in the AA European Breakdown Cover overall claim limit shown on page 19.

#### WHAT WE WILL NOT COVER

- 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.
- Anything mentioned as not covered under Section 1 Roadside Assistance and Emergency Repair (see pages 19 21).
- Anything mentioned as not covered under General Terms and Conditions.

#### NOTES

• We cannot guarantee car hire availability or equivalent replacement for Your

own vehicle. Multi-purpose vehicles, four-wheel drive vehicles, minibuses, vans and motorcycles in particular are difficult to hire.

- Unless We agree otherwise with You, We will only cover car hire costs where We have arranged the hire. 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 will include:
  - production of a full driving licence including any endorsements, valid at the time of issue of the hire vehicle (some companies may require additional information).
  - production of a credit card.
  - 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.

#### 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**.

- 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.
- We cannot guarantee replacement vehicles can be supplied with a tow bar, and therefore **Your** caravan or trailer may be recovered with **Your** immobilised vehicle.
- 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.
- 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.

Please pay careful attention to the note on page 10 - **Provision of Assistance in Europe** - regarding the nature of **our** relationship with the third-party service providers.

# 3. Emergency Accommodation

If the repairer estimates that repairs to **Your Vehicle** will take more than eight hours, **We** will cover **Your** reasonable costs for additional emergency accommodation as set out below.

#### WHAT WE WILL COVER

 Reasonable, necessary additional costs over and above those You have budgeted for, for overnight accommodation up to €50 per person, per night to a total maximum of €700 per party, per trip. We will include any costs We agree under this benefit in the AA European Breakdown Cover - overall claim limit shown on page 19.

#### WHAT WE WILL NOT COVER

- 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.
- Costs which You would have paid, had no problem with Your Vehicle occurred.
- Anything mentioned as not covered under Roadside Assistance and Emergency Repair (Section 1, page 19 21).
- Anything mentioned as not covered under General Terms and Conditions.

#### 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**.

# 4. Vehicle Recovery to the Republic of Ireland

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

#### WHAT WE WILL COVER

 The cost of unaccompanied recovery for Your Vehicle to Your Home, or nominated vehicle repairer in Ireland up to the current market value of Your Vehicle.

- 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:
  - 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.
  - 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** with 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.

#### WHAT WE WILL NOT COVER

- 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.
- Recovery where **Your Vehicle** only needs minor or inexpensive repairs or the local garage can complete repairs before **Your** planned return **Home**.
- Any losses resulting from delay in recovering Your Vehicle.
- If the garage dismantles **Your Vehicle** for repairs, which are then halted for any reason, neither **We**, nor the garage will accept responsibility for any parts returned in **Your Vehicle**.
- The cost of additional transit risk insurance. **You** should contact **Your** motor vehicle insurers to ensure **You** have any additional cover required.
- The replacement cost of **Your Vehicle** or any salvage money if **Your Vehicle** is beyond commercial economic repair.
- Transportation costs for a repaired vehicle.
- Any claim for the cost of a replacement driver where the only driver in **Your Party** cannot comply with the declaration shown on page 13 - 14.
- Travel costs to return separately for the only qualified driver or for anyone in the party a treating doctor confirms is not fit to return in **Your Vehicle**.

- Any claim for vehicle collection costs where the overseas garage has not started the necessary repairs to put **Your Vehicle** back on the road before **You** return **Home**.
- Any additional costs incurred for **You** and **Your Party**.
- Anything mentioned as not covered under Roadside Assistance and Emergency Repair (Section 1, page 19 21).
- Anything mentioned as not covered under General Terms and Conditions.

#### NOTES

- 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.
- The luggage in **Your Vehicle** always remains **Your** responsibility and any items left with the vehicle for recovery are left at **Your** own risk.
- 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).
- The cost of recovery is limited to the current market value of Your Vehicle (calculated with reference to recognised trade guidebooks). If We have any doubt as to whether Your Vehicle will be economic to repair, We reserve the right to arrange a vehicle inspection.
- 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.
- While We will seek to return Your Vehicle, You and Your Party Home together by the most suitable means, where this is practical and possible, We cannot be liable for any additional costs incurred other than those mentioned above.

# 5. Legal Protection

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

#### WHAT WE WILL COVER

Up to €100,000 in total per party for overseas legal expenses incurred as follows:

- the reasonable cost of representation (Court, lawyers' fees and witness expenses) in an overseas court by a lawyer designated by Us in relation to the defence of a motoring offence allegation brought against You or a member of Your Party involving Your Vehicle;
- the reasonable cost of pursuance of uninsured loss claims against third parties arising from a road traffic Accident involving You or a member of Your Party while using Your Vehicle, to cover:
- court fees, lawyers' fees, medical and/or dental report fees and expert witness fees, and reasonable travel and accommodation expenses, up to a maximum of €320 per person, where such expenses are not otherwise recoverable and necessarily incurred by You or a member of Your Party required by a court or for an insurer to attend overseas in connection with the claim or incident giving rise to it.

We will arrange a Bail Bond or other security to any judicial authority to secure **Your** release or that of a member of **Your Party** or the release of **Your Vehicle**, following a road traffic **Accident**, by advancing funds up to  $\leq 2,000$  provided that a suitable guarantee of repayment is received.

#### WHAT WE WILL NOT COVER

- any claims arising from off-road racing, motor competitions, pace making, racing or overloading or any costs of delay or confiscation by Customs or other officials or import dues;
- · Claims being pursued under any other insurance;
- Fines, damages or costs awarded against You or a member of Your Party;
- Assistance, financial or otherwise, in endeavouring to obtain satisfaction of any judgement or binding decision;
- assistance, defence or negotiation of claims made against You or Your Party including but not limited to any claim made by any member of Your Party against another member of Your Party or against Us;
- matters excluded under AA European Breakdown Cover general terms and conditions shown on page 28 30.

# **Terms Relating to Legal Protection Cover**

The legal costs and expenses payable by **Us** under this section are limited to those incurred outside the state in which **You** or **Your Party** normally reside(s) and ancillary to the provision of the assistance given with respect to difficulties arising while **You** or **Your Party** are travelling away from **Home** or **Your** or their permanent residence.

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

#### NOTE

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

# **General Terms and Conditions**

- You must have purchased cover prior to travel and provided Us with any details We require. We will provide cover for the dates and size of party declared by You at the time of purchase and shown on Your Statement of Fact. Alterations to Your cover are not valid unless confirmed in writing by Us or our authorised agent.
- 2. **Your** cover only entitles **You** to the benefits expressly specified as being available under the particular level of cover purchased.
- 3. We reserve the right to refuse to provide or arrange vehicle **Breakdown** assistance services if **You** are not present at the scene of the **Breakdown** or **Accident**.
- 4. **The Cover** is not available to vehicles which are overloaded or used in rallying, off-road driving or motor sports. It may not be used in place of regular servicing.
- 5. While We seek to meet Your service needs at all times, this may not always be possible and You may be obliged to review Your pre-planned journey -for example, when We are faced with circumstances outside our reasonable control, such as (but without limitation to) extreme weather conditions, local customs or equipment or systems failure or any form of civil or industrial action taken by individuals or workers which prevents, restricts or otherwise interferes with the production of goods or the provision of services.
- 6. To avoid any possible doubt, We shall not, in any event, 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.
- 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.

- 8. **We** are not obliged to arrange transport for any animal. **You** are responsible at all times for the alternative arrangements for its transportation.
- 9. **We** will not cover anyone in **Your Party** for any claims arising directly or indirectly from:
  - any claim as a direct result from any pre-existing chronic illness which has tresulted in referral to a consultant or hospitalisation of the Insured Person(s) during the 24-month period prior to the Policy being taken out.
  - b) psychotic mental illness, being under the influence of drink or drugs, (except as prescribed by a doctor).
  - c) alcoholism, drug addiction, solvent abuse, wilful exposure to risk (unless trying to save someone's life).
  - d) engaging in professional or organised sports or hazardous pursuits
  - e) 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.
  - f) having an **Accident** whilst engaged in paid manual work or hazardous occupation of any kind.
  - g) the negligent acts of **You** or **Your Party**.
  - h) any failure to take all reasonable steps to minimise any loss.
  - i) any payment which You would normally have made, if nothing had gone wrong.
- 10. **You** must comply with the conditions of making a claim, (see pages 30 31), and any other conditions set out in the relevant sections of this cover.
- 11. **We** will not cover any cost specified as not covered within the sections detailing the full benefits of AA European Breakdown Cover.
- 12. 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.
- 13. The headings used in this booklet are for convenience only and shall not affect the interpretation of its contents.
- 14. **The Cover** shall be subject to interpretation under Irish law.
- 15. **We** will not cover any claim that **You** or anyone acting for **You** knowingly makes under this policy: that is found to be false, fraudulently inflated or supported by false documents; or
  - where loss or damage is caused by Your or their wilful act or connivance; or
  - having failed to disclose of knowingly withheld any relevant information; or
  - having obtained services dishonestly; or
  - having conspired with another to make a false report.

These claims will be investigated and may be prosecuted by **Us**. Details will be passed to the Gardaí and fraud prevention agencies. All cover under this policy will be forfeited.

# **Claims Procedure and Conditions**

#### AA EUROPEAN BREAKDOWN COVER

Whilst **We** make every effort to guarantee costs within the benefits on **Your** behalf, there will be occasions when **We** will ask **You** to pay the bill locally and reclaim agreed costs when **You** return **Home**.

Claims should be notified within 31 days of **Your** return **Home**. To obtain a claim form, please telephone **AA Travel on 0818 227 228** and ask for an AA European Breakdown Cover Claim Form.

Please quote **Your** AA European Breakdown Cover policy number and any additional reference **You** may have been given by **our** operational staff. Please return the completed form urgently to **Us**, with original receipts and confirmation of insurance.

#### CONDITIONS OF MAKING A CLAIM

- 1. It is important that **You** answer each question correctly when taking out this cover and also declare any material fact. Failure to answer a question correctly or non-disclosure of a material fact can result in the Insurer turning down a claim made under the policy, where such misrepresentation or nondisclosure is relevant to the claim.
- 2. You should notify a claim to Us within 31 days the incident.
- 3. You must produce the original Statement of Fact before **We** will pay any claim.
- 4. **We** will not accept any alterations to the terms of this insurance, unless a duly authorised official of ours has confirmed changes in writing.
- You must send Us every legal letter, writ or other legal document, in connection with any claim against You or another member of Your Party, immediately You receive it.
- If We guarantee costs on Your behalf, You must repay Us on demand for any expenses not covered by this insurance. We will not settle any claim for costs You paid under this insurance until You have repaid Us in full.

- 7. We may pay You our full liability under The Cover at any time, and once We have done so, no further payments will be made. The benefit limits for each section and overall claim limit show the maximum payable for one trip, irrespective of the number of incidents during Your Trip.
- 8. If **You** or anyone acting for **You** deliberately make a false claim or statement, the insurance will become invalid and **We** will not pay any claims.
- 9. We will not cover any payment which **You** normally would have made during **Your Party**, if nothing had gone wrong.
- 10. **We** will not cover anything excluded under the General Terms and Conditions of AA European Breakdown Cover.
- 11. **We** will not cover any payment made under AA European Breakdown Cover section 4 (pages 23 25) for a replacement driver without appropriate medical certification.
- You must obtain any original certificates, information, evidence and receipts required by Us at Your expense. If We require a medical examination You must agree to this.
- 13. We are entitled to take over any rights **Your Party** may have in the defence or settlement of any claim and to take proceedings in **Your** or any other member of **Your Party's** name for **our** benefit against any other party.
- 14. If, at the time of making a claim, there is any policy covering the same risk, **We** are entitled to contact the insurer for a contribution.
- 15. **You** must not admit liability, offer or promise to make any payment in admission of liability unless **We** agree to it in writing.
- 16. **You** must do all that **You** can to keep **Your** claims as low as possible and to prevent loss, theft or damage.
- 17. In the event of **Your** intended method of travel and/or route being unavailable due to an insured cause, **You** and **Your Party** must take suitable steps to travel by the most reasonable alternative method or route.
- 18. We will be entitled to pursue claims against third parties on their own behalves in the name of and to the same degree as You would be entitled, in relation to any outlays of ours under this cover.
- We will make payments to benefits under this insurance only to members of Your Party for whom the appropriate payment has been paid as shown on the Statement of Fact whose receipt will discharge Us.

# **Customer Services**

AA Ireland aims to provide **You** with high levels of service at all times. However, there may be times when **You** feel that **our** service has fallen below the standard **You** expect. If this is the case and **You** want to complain, **We** will do **our** best to try and resolve the situation.

#### If You have a compliment, query or complaint about Your AA European Breakdown Cover, please write to:

AA European Breakdown Cover, Travel Section, AA Ireland Limited, 20/21 South William Street, Dublin 02 Tel: 0818 227 228 or email service@theaa.ie

Please remember to quote **Your** name, address, policy number and vehicle registration number as it will help **Us** to deal with **Your** enquiry or complaint quickly.

#### If You have a complaint about a claim, please write to:

The Claims Manager, AA European Breakdown Cover, Travel Section, AA Ireland Limited, 20/21 South William Street, Dublin 02

#### If You are still dissatisfied, please contact:

Inter Partner Assistance S.A Kilmartin N6 Retail Park Athlone Co. Westmeath Ireland N37 EOA8

T: 0906 486300

#### If You are unhappy with the final decision, You may refer the matter to:

Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2. D02 VH29 Tel: +353 1 567 7000 E-mail: info@fspo.ie

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

# **Compensation Scheme**

The Insurer is covered by the Insurance Compensation Fund. **You** may be entitled to compensation from the fund if the Insurer cannot meet its obligations. The Insurance Compensation Fund may provide funds for liquidators so that they may pay the valid claims of insolvent Insurers. **You** can get more information about compensation fund arrangements from the Central Bank of Ireland.

Should **You** remain dissatisfied, **You** may refer the matter to arbitration. The arbitrator will be appointed by the parties in accordance with the appropriate statutory provisions at that time being in force.

While every effort is made to ensure that all information contained is correct at the time of going to press, please note that thereafter all information is liable to become superseded and out of date. In addition, while every effort has been made to check the accuracy of the contents of this document, AA Ireland and underwriters of this policy can accept no liability for any printing or other errors which may occur.

Every effort has been made to ensure the accuracy of the reference information contained in this publication and this is believed to be correct at the time of printing. Nevertheless, the publisher cannot be held responsible for any errors or omissions or for changes in the details given or for the consequences of any reliance on the information provided.

# Privacy and Data Protection Notice

#### 1. Data Protection

We are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit https://www.theaa.ie/about-us/privacy-policy/

#### 2. How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

#### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

#### 4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

#### 5. Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

#### 6. Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, please see website for full address details.

# **Company Details**

Inter Partner Assistance S.A. is authorised and regulated by the National Bank of Belgium, under number 0487, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium and company number 0415.591.055. Inter Partner Assistance S.A. is authorised by the National Bank of Belgium in Belgium and is regulated by the Central Bank of Ireland for conduct of business rules. Inter Partner Assistance S.A. is part of the AXA Group.

AA Ireland Limited trading as AA Insurance is regulated by the Central Bank of Ireland. AA Ireland Limited, Registered Office: 20/21 South William Street, Dublin 2. Registered in Ireland, number 389194.



Emergency Vehicle Assistance in the UK and Europe (24 Hour Service). Telephone: **00 800 88 77 66 55** 

If any difficulties are experienced on the above line please call Telephone: **00 33 825 09 88 76** or **00 33 4 72 17 12 00** 

AA Ireland Ltd 20/21 South William Street, Dublin 02 Telephone: 0818 227 228 Email: service@theaa.ie Website: theAA.ie