

# Breakdown Cover

Terms and Conditions



*We made it, who better to protect it?*

## Vauxhall Insurance

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## Introduction

Vauxhall Motor Insurance employs the services of the Automobile Association, the UK's leading breakdown assistance organisation, to bring you Vauxhall Roadside Assistance, our fully comprehensive roadside assistance package, available 24 hours a day, every day of the year.

The breakdown services available through Vauxhall Roadside Assistance are provided under the terms and conditions detailed within this document.

These terms and conditions are valid for the vehicle that was purchased by you, and has met the requirements of the Vauxhall Roadside Assistance programme.

Vauxhall Roadside Assistance provides cover for the Eligible Vehicle regardless of who is driving, provided the vehicle is within the specified limits.

The Roadside Assistance Services provided by the Automobile Association Limited (the "AA"), as detailed in this part of the booklet, are only available in relation to an Eligible Vehicle when travelling in the United Kingdom and where the relevant breakdown occurs in the UK (excluding the Channel Islands and the Isle of Man, where separate Terms and Conditions apply).

Roadside Assistance is not available in relation to events occurring prior to commencement of the relevant cover. If cover appropriate to the assistance required is only requested at the time of, or following, the relevant event, and the AA is prepared to provide such assistance, there will be a one off call out fee in addition to the premium payable. This fee is not a premium and its payment, will not, in itself, entitle the Authorised Driver to cover.

This booklet sets out the terms and conditions of Vauxhall Roadside Assistance and is correct at time of going to print but may change during the period of cover. Cover is provided by the Automobile Association Limited.

**How to notify us of a breakdown**  
**Simply dial the number for the service you require.**  
**UK Breakdown Assistance: 0800 55 33 88**

## Definitions

Throughout this booklet, certain words and phrases have the meanings set out below.

### **Vauxhall Roadside Assistance**

means roadside and breakdown services provided by the Automobile Association on behalf of Provident Insurance plc. They cover anyone authorised to drive the Eligible Vehicle.

### **Eligible Vehicle**

means vehicle covered under the Vauxhall Motor Insurance policy. Vauxhall Motor Insurance is underwritten by Provident Insurance plc.

### **Authorised Driver**

means any person driving the Eligible Vehicle with the lawful authority to do so.

### **You and Yours**

means the customer (e.g. company/organisation) or, as the context requires, the Driver requiring assistance.

### **Agent**

means any garage or other service provider appointed by the AA to act as its agent in the provision of certain roadside services.

### **NVF**

means a non vehicle fault which is not covered under the terms of Vauxhall Roadside Assistance.

## Section 1

### Roadside Assistance

#### **What is covered**

Roadside Assistance is available if the Eligible Vehicle is stranded on the highway more than a quarter of a mile from the Authorised Driver's home address following a breakdown of the Eligible Vehicle. We will try to repair the Eligible Vehicle at the roadside if, in the reasonable opinion of the patrol or appointed Agent, this can be achieved within a reasonable time.

If a patrol or appointed Agent cannot fix the Eligible Vehicle within a reasonable time, it will be taken to the nearest authorised repairer or, alternatively, to a local destination of the driver's choice, provided it is no further.

It is then the Authorised Driver's responsibility to instruct the repairer to make any repairs required. Any contract for repair will be between the Authorised Driver and the repairer, and it is the Authorised Driver's responsibility to pay them. We do not guarantee that any recovery to an appropriate authorised repairer will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair.

Once the Eligible Vehicle is moved or a temporary repair carried out in situ, the cost of any subsequent repairs is not covered by Vauxhall Roadside Assistance. Please check the vehicle warranty for details of repairs covered under the warranty.

Message handling – we will make a telephone call at your request following a breakdown.

#### **What is not covered**

- > Any additional transport or other costs that the Authorised Driver might incur, whether as a result of the Eligible Vehicle being towed or otherwise.
- > Assistance following a breakdown or accident attended by the police or other emergency service, until the services concerned have authorised the Eligible Vehicle's removal. If the police or emergency service concerned insist on immediate recovery by a third party, the cost of this must be met by the Authorised Driver.
- > Matters excluded under General Terms and Conditions of Vauxhall Roadside Assistance.
- > Vauxhall Roadside Assistance only provides assistance in relation to manufacturer based or mechanical faults on your Vehicle. It does not provide assistance for the following non-vehicle faults:
  - The use of incorrect fuel; or
  - Instances where keys have been locked inside the vehicle, or keys lost or stolen.

## Section 2

### Roadside Assistance and Relay

#### What is covered

Relay has the same terms and conditions as Roadside Assistance but with the following variations:

- > Relay is available following an incident involving an Eligible Vehicle and we cannot arrange a local repair within a reasonable time.
- > Relay provides the relay of an immobilised Eligible Vehicle (including trailer/caravan on tow at the time provided it is within the size limits) to any other single destination in the UK. Assistance will be provided for no more people than the legal seating capacity of the Eligible Vehicle up to a maximum of eight people (including the driver) provided that such people were travelling in the Eligible 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.
- > A caravan or trailer which is capable of being towed safely will be towed, provided it does not exceed a maximum length of 8m (26ft). We will seek to arrange, but will not pay for, recovery of any Eligible Vehicle, caravan or trailer that exceeds any of these limits.

Please note: After the Eligible Vehicle has been recovered, any subsequent repairs will be at the Authorised Driver's cost. It is also the responsibility of the Authorised Driver to arrange and pay for the Eligible Vehicle's collection, should that be necessary.

#### What is not covered

- > Relay will not be provided if we are able to arrange a prompt local repair within a reasonable time.
- > A second or subsequent Relay, after the Eligible Vehicle has been recovered following a breakdown.
- > The transport of immobilised vehicles where we consider this to be part of a commercial activity, for example, to, from or for motor retailers or delivery companies.
- > The transport of vehicles being used for racing, rallying, trials or time trials, auto tests or other motor sports events.
- > The recovery of any vehicle that we consider would be dangerous or illegal for us to load or transport (including, but not limited to, over-laden vehicles).
- > Any costs for passengers who do not accompany the Eligible Vehicle while it is being recovered under Relay.
- > The recovery of any vehicles bearing trade plates and/or which we have reason to believe have just been imported or purchased at auction.
- > The recovery of horses or livestock.
- > Matters excluded under General Terms and Conditions of Vauxhall Roadside Assistance.

## Section 3

### Roadside Assistance, Relay and Home Start (applicable to Sections 1, 2 and 3)

#### What is covered

Home Start has the same terms and conditions as Roadside Assistance and Relay but with the following variation:

- > Home Start provides Roadside Assistance when the Eligible Vehicle is immobilised following a breakdown at or within a quarter of a mile of the Authorised Driver's home address.

#### What is not covered

- > The recovery of an Eligible Vehicle within a quarter of a mile of the Authorised Driver's home address.

## What is not covered

### (applicable to Sections 1, 2 and 3)

- > Routine maintenance and running repairs.
- > The cost of spare parts, petrol, oil, keys, consumables or other materials and garage or other labour required to repair the Eligible Vehicle.
- > Attendance or any costs or charges connected with the drainage or other removal of fuel, lubricants or other fluids due to the introduction of an inappropriate fluid. It is the Authorised Driver's responsibility to instruct the repairer as to the work required. Any contract for repair will be between the Authorised Driver and the repairer.
- > Any additional charges resulting from failure to carry a legal and serviceable spare wheel(s) or tyre(s) in the Eligible Vehicle.
- > Any costs or charges connected with mis-fuelling the Eligible Vehicle with incorrect fuel.
- > Eligible Vehicles not displaying the relevant road fund licence.
- > Having the Eligible Vehicle stored or guarded in the absence of the driver.
- > Providing service to the Eligible Vehicle when it is on private property, for example garage premises.
- > Any personal transportation costs.
- > Any ferry or toll charges levied in relation to the Eligible Vehicle that is being towed or recovered.

## What is not covered – continued (applicable to Sections 1, 2 and 3)

- › Attendance or payment for lost or stolen keys, or when keys have been locked in the Eligible Vehicle.
- › We reserve the right to refuse service where it is requested to deal with the same or similar fault or cause of Breakdown to that attended to in regard to the Eligible Vehicle within the preceding 28 days. It is the Authorised Driver's responsibility to make sure that emergency repairs carried out by us are, where appropriate, followed as soon as possible by a permanent repair.
- › We are not under any obligation to transport or to arrange the transport of any animal. If we or our Agents, at their discretion, agree to transport an animal, then any such transport will be at the Authorised Driver's own risk. It is the Authorised Driver's responsibility to secure any animal being transported or to make alternative arrangements for its transportation.
- › We have the right, at any time to refuse or cancel service to, or to refuse to arrange service for, any person otherwise entitled to assistance for the Eligible Vehicle where it reasonably considers that they or anyone accompanying any such person:
  - is behaving or has behaved in a threatening or abusive manner to our employees, patrols or Agents, or to any third party contractor;
  - has falsely represented that they are entitled to services to which they are not entitled; or
  - has assisted another person in accessing our services to which they are not entitled; or
  - owes us money with respect to any services, spare parts or other matters provided by us or by a third party on our instruction.
- › If specialist equipment (not normally carried by patrols) is in our view, required to provide assistance when an Eligible Vehicle has left the highway, or is in a ditch, or is standing on soft ground, sand or shingle or is stuck in water or snow, or which has been immobilised by the removal of its wheels, we will arrange recovery but at the Authorised Driver's cost. Once the Eligible Vehicle has been recovered to a suitable location, normal service will be provided in keeping with Vauxhall Roadside Assistance.
- › Nothing in these terms and conditions shall affect the statutory rights of the Authorised Driver as a consumer.

## General terms and conditions

- › The Eligible Vehicle must have been properly maintained and serviced by you. We aim to provide an emergency breakdown assistance service. Patrols will not carry out vehicle servicing or vehicle reassembly, for example, where they are required as a result of neglect and unsuccessful work on the Eligible Vehicle other than on the part of us or our Agents.
- › We reserve the right to vary the terms and conditions of service during the period of Vauxhall Roadside Assistance on the giving of reasonable notice where we reasonably consider it necessary to do so in order for the services supplied to comply with any changes in the law or regulations applicable thereto.
- › If eligibility for Vauxhall Roadside Assistance cannot be validated at the time of the Authorised Driver's request for service, the Authorised Driver may be asked to complete and sign a "Promise to Pay" form in relation to the repayment of the cost of any service provided if eligibility for Vauxhall Roadside Assistance cannot subsequently be validated.
- › We reserve the right to refuse to provide or arrange assistance services if the Authorised Driver is not present at the time of the incident and/or unable to be present at the time assistance arrives.
- › Service is subject to availability and may be supplemented by our appointed Agents.
- › We will only accept responsibility for the actions of an Agent where the Agent is acting on our instructions and is providing assistance to the Authorised Driver that they are entitled to under Vauxhall Roadside Assistance for the Eligible Vehicle.
- › An Agent appointed by us will charge us directly for any service it has provided on our behalf. However, if repairs cannot be carried out either by a patrol or appointed Agent, on the highway or at the Authorised Driver's home address and the Eligible Vehicle has to be recovered to a garage, the Authorised Driver must meet any subsequent repair costs, if not covered by the manufacturer's warranty.
- › Patrols 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 an Eligible Vehicle after a Breakdown or emergency repair.
- › Where the Authorised Driver has been refused service as a result of the Eligible Vehicle being deemed dangerous, over laden or un-roadworthy, we will endeavour to arrange assistance on behalf of the Authorised Driver but will not pay for this service.
- › We shall not be liable for service failures where we are faced with circumstances outside our reasonable control. Examples of these include 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.

## General terms and conditions – continued

- > To avoid any possible doubt, we shall not, in any event, have any responsibility for any indirect, purely economic or any other costs that are indirectly caused by the incident incurred as a result of or in connection with Vauxhall Roadside Assistance whether resulting from negligence or otherwise.
- > Failure to enforce or non-reliance upon any of these terms and conditions by us on a particular occasion or occasions will not prevent us from subsequently relying on or enforcing them.
- > Vauxhall Roadside Assistance is only available in relation to vehicles which:
  - a) have been registered as an Eligible Vehicle with the AA;
  - b) comply with the relevant restrictions set out below:
    - maximum vehicle weight (applies to all services)
    - all vehicles: 3.5 tonnes gross vehicle weight (GVW)
    - maximum vehicle length      Relay Service: 5.5m
    - maximum vehicle width      Relay Service: 2.3m

In addition to the above, assistance will be provided for caravan or trailers on tow at the time of the breakdown provided that the GVW of the caravan or trailer does not exceed 4000kg (4.0 tonnes) and falls within the above limits for Relay service. A caravan or trailer with load of a length not exceeding 8m (26ft) will be recovered provided that this can be done safely under tow.

## Your right to cancel

You have the right to cancel your Vauxhall Roadside Assistance within 14 days from receipt of your Vauxhall Roadside Assistance documentation (the “cooling off period”). If you wish to cancel after the cooling off period has expired, and subject to any other statutory rights you have, we will not be obliged to give refunds. Please note that, there will be no separate or additional cooling off period(s) following, or in relation to, any change to Vauxhall Roadside Assistance which is made or requested during currency of your Vauxhall Roadside Assistance.

Vauxhall Motor Insurance Sales and Service Team can be contacted on 0844 84 85 840 and will be happy to help with any cancellation requests.

## Your personal data

The Acromas Holdings Limited group of companies, of which the AA group of companies\* (including The Automobile Association Limited, AA Limited, Automobile Association Insurance Services Limited and Automobile Association Personal Finance Limited) forms a part (“we”) will use your personal information for the following purposes:

- a) to identify you when you contact us;
- b) to help identify accounts, services and/or products which you could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information you have provided, any information we hold about you and information from third party agencies (including credit reference agencies);

## Your personal data – continued

- c) to help to prevent and detect fraud or loss;
- d) where the AA are contacted for breakdown assistance service using a mobile telephone the AA or its agents may provide details of the relevant telephone number to the mobile telephone network providers, through the agent, to enable the geographical location of the handset to be recorded as part of the breakdown information in order to assist in locating the caller.

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.

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

\* A list of companies forming the AA group of companies is available from the Data Protection Officer at the address given on this page.

## Compliments and complaints procedure

If you have either a compliment or a complaint, we really want to hear from you. We welcome your comments as they give us the opportunity to put things right and to improve Vauxhall Roadside Assistance service.

Please phone us on: 0845 607 6727  
Text phone users can ring: 0845 850 1207  
Fax: 01256 492306  
E-mail: CustomerSupport@theAA.com  
Or write to: Customer Support, AA, Fanum House, Basingstoke, Hampshire RG21 4EA

If you are refused service by us, either in whole or in part, you have the right to an explanation from us in writing. It is our policy to acknowledge any complaint within five working days, advising you of who is dealing with your concerns and attempt to address them. If our investigations take longer, a full response will be given within 20 working days or an explanation of the AA's position with timescales for a full response.

## The AA company details

**The Automobile Association Limited** is incorporated with limited liability in Jersey number 73356. Registered Office: 22 Grenville Street, St Helier, Jersey JE4 8PX, Channel Islands. It is an insurer of breakdown assistance services cover that is exempt from authorisation under the Financial Services and Markets Act 2000. Head Office (Registered Branch Office): Fanum House, Basingstoke, Hampshire RG21 4EA.

Branch registered in England and Wales number BR004875.

**INSURANCE**



**VAUXHALL**