

Lexus Roadside Assistance



Lexus Roadside Assistance

UK & European terms and conditions

The breakdown services available through Lexus Roadside Assistance are provided under the terms and conditions detailed within this document. Lexus Roadside Assistance is only available in connection with the Lexus Authorised Driver and the Lexus vehicle to which it relates.

Vehicle eligibility for service in the UK and Europe

Lexus vehicles registered in the UK that have valid vehicle excise duty (road tax), are insured and have a valid current MOT.

Terms and conditions

These terms and conditions are valid for the Lexus Authorised Driver and the Lexus vehicle that was purchased by you in the UK and has met the requirements of the Lexus Roadside Assistance programme. Cover is provided by Automobile Association Developments Limited except for Onward Travel and European Breakdown cover, which are underwritten by Acromas Insurance Company Limited.

UK Breakdown assistance 0330 053 0353

European Breakdown assistance: 0044 (0)1737 50 00 24

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Introduction

Lexus Roadside Assistance provides cover for a) the registered Lexus vehicle, regardless of who is driving, provided the vehicle is within the specified limits, and b) the Authorised Driver in any other vehicle. Please see vehicle type, size and weight restrictions. Note: Cover cannot be transferred to another vehicle; if sold during the course of the policy term, it remains with the original Registered Vehicle.

If You already have Breakdown assistance cover, and You are unsure about how Lexus Roadside Assistance affects Your existing cover, call Your existing Breakdown cover provider to discuss your requirements. If You are an AA Member please call the AA on +44 343 316 4444 to clarify your needs. Please note that whilst you can choose to suspend your AA personal membership it will not automatically be suspended.

Demands and needs

Lexus Roadside Assistance is designed to meet the needs of a Lexus Authorised Driver and Lexus vehicle, regardless of who is driving, requiring assistance in the event of a Breakdown; whether at or away from home, in the UK or Europe; and recovery to a local repairer or recovery to a single destination of choice. If a prompt local repair cannot be arranged, car hire or hotel accommodation or public transport costs to continue the driver's journey. This cover is only available and applicable for vehicles being used for personal use – it is not applicable for vehicles being used in a commercial capacity. And it can't be transferred to another vehicle.

Definitions

'AA' means the relevant insurer of the Breakdown cover being Automobile Association Developments Limited (trading as AA Breakdown Services) for Roadside Assistance, National Recovery and At Home and Acromas Insurance Company Limited for Onward Travel and European Roadside Assistance or either or both of those insurer(s), as the context requires or allows.

'Breakdown' means an event (excluding an accident) resulting from some malfunction or mechanical failure of the Registered Vehicle:

- a. which causes You to be unable to start a journey in the Registered Vehicle or involuntarily to bring the Registered Vehicle to a halt on a journey, and
- b. after which the journey cannot reasonably be commenced or continued safely in that Registered Vehicle.

'Lexus Roadside Assistance' means Breakdown services detailed in this booklet. They cover anyone authorised to drive the Registered Vehicle.

'Fair Use' – the limited services we can provide if you call us out to a fault on the vehicle that you have called us out for before, within the previous 28 days.

'Exclusion period' – your cover will not start until 24 hours after you have purchased this policy

'Will join' – additional charges will apply if you join while in a breakdown situation.

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

'Authorised Driver' means any person driving the Registered Vehicle with Your permission and with the legal right to do so at the time of the Breakdown.

'Registered Vehicle' means any new Lexus car sold by Lexus directly or a Lexus authorised dealer in the United Kingdom for which a current Lexus Roadside Assistance policy exists.

'You' and 'Your(s)' means the registered owner or keeper of the registered vehicle or, as the context requires, the authorised driver requiring assistance.

Vehicle type, weight and size restrictions

Lexus Roadside Assistance is only available in relation to vehicles which:

- a. have been registered as a Registered 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: 7m (23 ft)*
Maximum vehicle width: 2.55m (8 ft 3in)*
- c. In addition, assistance will be provided for the Registered Vehicle including a caravan/trailer on tow at the time of the Breakdown as long as the caravan/trailer falls within the limits. Provided that the GVW of the caravan or trailer does not exceed 3500 kg (3.5 Tonnes) and falls within the above limits. A caravan or trailer with load of a length not exceeding 8 m (26 ft) (7 m or 23 ft in Europe) 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.

Please note that Lexus Roadside Assistance does not cover the recovery of horses or livestock.

Your right to cancel

You have the right to cancel Your Lexus Roadside Assistance within a 14 day 'cooling-off period', commencing either from the agreement of the contract (which is the renewal date for renewing Lexus Roadside Assistance) or the receipt of the relevant cover documents, whichever happens later.

If You wish to cancel your policy within the 14 day cooling-off period, You must exercise Your right to cancel in writing sent by letter or email to the postal or email address set out in the compliments and complaints section. If You joined already requiring assistance ('Will

Join^{*)} you will be entitled to a full refund minus the AA's charges for assistance provided.

If You were not in a Breakdown situation when You joined, and you cancel within the 14 day cooling-off period, You will receive a full refund less the cancellation administration charge that Automobile Association Insurance Services Limited make.

If You cancel your Lexus Roadside Assistance after the cooling-off period, then subject to any statutory rights you may have, we will not be obliged to give a refund for any premium You paid for Your Lexus Roadside Assistance. Please note that, there will be no separate or additional cooling-off period(s) following, or in relation to, any change to your Lexus Roadside Assistance during Your period of cover.

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 Lexus Roadside Assistance service.

There are several ways You can contact us:

Phone 0344 209 0556

Email lexusoperations@theAA.com

Post Lexus Roadside Assistance Customer Care
Swallowfield One
Wolverhampton Road
Oldbury
West Midlands
B69 2AG

Text Phone users can contact us using Relay UK by prefixing any of our numbers with 18001.

We will either acknowledge your complaint within 5 working days of receipt or offer you our final response if we have concluded our investigations within this period. If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period, we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service for help and advice. They can be contacted at Insurance Division Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone +44 800 023 4567 or +44 300 123 9123 or email enquiries@financialombudsman.org.uk

Financial Services Compensation Scheme - cover provided by Acromas Insurance Company Limited only is covered by FSCS

If any of Your cover is underwritten by Acromas Insurance Company Limited, You may be entitled to compensation from the scheme if Acromas Insurance Company Limited cannot meet its obligations in relation to that cover. This depends on the type of business and the circumstances of the claim. General insurance provided by a regulated insurer such as Acromas Insurance Company Limited is covered 100% for the first £2,000, and 90% of the balance of the claim. Further information about the compensation scheme arrangements is available from the FSCS at FSCS.org.uk or telephone +44 800 678 1100 or +44 207 741 4100.

Please note that Roadside, National Recovery and At Home are provided by Automobile Association Developments Limited and this company does not fall within FSCS.

UK Breakdown assistance services

The Breakdown assistance services provided by Automobile Association Developments Limited (the "AA"), as detailed in this part of the booklet, are only available in relation to a Registered 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). Assistance is not available in relation to events occurring prior to commencement of the relevant cover. If you are in a breakdown situation when joining, there will be an additional charge for assistance.

Roadside Assistance

What is covered

- Roadside Assistance is available if the Registered 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 Registered Vehicle. The AA will try to repair the 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 Registered Vehicle within a reasonable time, it will be taken to the nearest Lexus authorised repairer or, alternatively, to a local destination of the Authorised 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. The AA does not guarantee that any recovery to an appropriate Lexus Authorised Repairer will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair. The AA does not provide any assurance or warranty with respect to any work carried out at Your request by any third-party repairer. Once the Registered Vehicle is moved or a temporary repair carried out in situ, the cost of any subsequent repairs is not covered by Lexus Roadside Assistance. Please check the vehicle warranty for details of repairs covered under the warranty.

Message handling

The AA will make a telephone call at Your request following a Breakdown.

What is not covered

- Roadside Assistance does not cover any additional transport or other costs that the Authorised Driver might incur, whether as a result of the Registered Vehicle being towed or otherwise. The AA cannot accept any costs for passengers who do not accompany the Registered Vehicle while it is being recovered.
- Assistance following a Breakdown or accident attended by the police, the Highways Agency or other emergency service, until the services concerned have authorised the Registered 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.
- A second or subsequent recovery after the Registered Vehicle has been recovered.
- Matters excluded under General Terms and Conditions of Lexus Roadside Assistance.

At Home

What is covered

- At Home provides assistance when the Registered Vehicle is immobilised following a Breakdown at or within a quarter of a mile of the Authorised Driver's home address.
- If a prompt local repair is not possible the AA, subject to the terms and conditions relating to such service, provide recovery to the nearest Lexus authorised repairer or other location of the Authorised Driver's choice, whichever is the nearer. 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. The AA does not guarantee that any recovery to an appropriate local Lexus Authorised Repairer will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair. The AA does 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

- Matters excluded under the General Terms and Conditions of Lexus Roadside Assistance.

National Recovery

What is covered

- National Recovery is available following an incident involving a Registered Vehicle and the AA cannot arrange a local repair within a reasonable time.
- National Recovery provides the recovery of an immobilised Registered Vehicle (including trailer/caravan on tow at the time, provided it is within the size limits) to the nearest Lexus Authorised Repairer or if further than a quarter of a mile from the Authorised Driver's home, to any other single destination in the UK. Assistance will be provided for the number of people up to the legal seating capacity of the registered vehicle to a maximum of eight (including the driver) provided that such people were travelling in the Registered Vehicle at the time of the Breakdown. If there are more people than the maximum allowed, the AA 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 8 m (26 ft). The AA will seek to arrange, but will not pay for, recovery of any Registered Vehicle, caravan or trailer that exceeds any of these limits.

Please note

After the Registered 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 Registered Vehicle's collection, should that be necessary.

What is not covered

- National Recovery will not be provided if we are able to arrange a prompt local repair within a reasonable time.

- A second or subsequent National Recovery, after the Registered Vehicle has been recovered following a Breakdown.
- Service to any immobilised caravan/trailer being towed by the nominated vehicle which exceeds size and weight restrictions.
- The transport 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.
- 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 the AA considers would be dangerous or illegal for us to load or transport (including, but not limited to, over-laden vehicles).
- Assistance following a Breakdown or accident attended by the police or other emergency service, until the services concerned have authorised the vehicle's removal. If the police or emergency service concerned insist on immediate recovery by a third party, the cost of this must be met by You.
- Any costs for passengers who do not accompany the Registered 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.
- Ferry costs.
- Matters excluded under General Terms and Conditions of Lexus Roadside Assistance

Onward Travel

Underwritten by Acromas Insurance Company Limited, which is authorised and regulated by the Commissioner of Insurance, Financial Services Commission, Gibraltar. Acromas Insurance Company Limited is a member of the Association of British Insurers. Acromas Insurance Company Limited is incorporated with limited liability in Gibraltar with number 88716 (Gibraltar). Registered office, 57-63 Line Wall Road, Gibraltar. UK branch address the Saga Building, Enbrook Park, Folkestone, Kent CT20 3SE.

In the event of a road traffic accident or service from At Home situations, Onward Travel will not be available. Where the vehicle has been involved in an accident, we will not recover the vehicle. The Authorised Driver will need to contact Lexus Accident Management to arrange recovery and repair by calling 0330 053 0353.

This service may be provided as an extension to National Recovery, following an immobilising Breakdown of a Registered Vehicle more than a quarter of a mile from the

authorised driver's home address, to provide Onward Travel arrangements. In the event that we authorise the provision of Onward Travel You may choose one of the following options:

- a Replacement vehicle; or
- b Overnight accommodation; or
- c Public transport costs.

A Replacement vehicle

What is covered

- The AA will (subject to the conditions noted below) arrange a replacement vehicle for up to 72 hours. The benefit entitlement is a replacement vehicle up to a 1600 cc saloon, subject to availability.
- The AA will (subject to any responsibility the Authorised Driver may have) pay the chosen vehicle supplier's hire charges, including comprehensive insurance premium, collision damage waiver and vat (but excluding any insurance excess which may become payable), for a maximum of 72 hours, starting from the time when the vehicle is issued (which must be within 48 hours of the immobilising incident).
- The Authorised Driver is responsible for all other charges arising from the use of the replacement vehicle (including, but not restricted to, fuel costs and any insurance excess charges) - for example, if the Authorised Driver keeps the vehicle for over the 72 hour period - this must be agreed in advance with the vehicle supplier.
- The Authorised Driver must pay any additional charges direct to the vehicle supplier.
- Replacement vehicles are supplied by the AA's chosen suppliers. The vehicle hire agreement will be between You and the relevant supplier and will be subject to the terms and conditions of the vehicle supplier who, amongst other things:
 - a Will require a full, valid UK driving licence at the time of issue of the vehicle;
 - b May impose limitations on the availability and engine capacity of the replacement vehicle - for example, in relation to the age of the driver, certain licence endorsements etc;
 - c May require a cash or credit card deposit, including a fuel deposit;
 - d May require additional means of identification;
 - e Will require the driver to be aged at least 18 and must have held a full UK driving licence for at least 12 months.
- Failure to comply with the vehicle supplier's terms and conditions or to return the vehicle to the supplier by the due date may result in action being taken against the Authorised Driver.

- While not obliged to do so, in appropriate circumstances (for example, where a replacement van is required), the AA will seek to arrange a suitable replacement vehicle for you, of up to 1600 cc engine capacity. If this is not feasible, the Authorised Driver may have the option of the normal replacement car or one of the other two benefits under Onward Travel.
- Where any vehicle supplied under the terms of Onward Travel cannot accommodate the eligible number of people (please refer to National Recovery section for limits), the AA will seek to arrange a further vehicle and/or for the onward transport of any additional passengers.
- Replacement vehicles cannot be supplied with a tow bar, and therefore any caravan or trailer will, if eligible, be recovered under National Recovery with the immobilised Registered Vehicle.
- Should the replacement vehicle not be needed immediately, Onward Travel may be requested any time up to 48 hours after the relevant Breakdown (collecting the replacement vehicle will be the Authorised Driver's responsibility). Please note that this does not guarantee the availability of, or access to, a replacement vehicle, the issue of which remains subject to the terms and conditions of the vehicle supplier.
- Should the Authorised Driver not, as a result of supplier terms or otherwise, be able to take advantage of this benefit, then the Authorised Driver may instead choose one of the other two benefits. Please note: this benefit is not, under any of our suppliers' terms, available to drivers under 18, or to drivers who have held a full UK driving licence for less than 12 months. This does not, however, mean that a driver who is outside of these categories will necessarily be able to obtain a replacement vehicle since the situation may change or different age restrictions may apply under the terms and conditions of available vehicle suppliers. The examples of exclusions given are not an exhaustive list.

Or

B Emergency overnight accommodation

What is covered

- The AA will arrange for one night's bed and breakfast accommodation for no more people than the legal seating capacity of the Registered Vehicle up to a maximum of eight people (including the driver) or to a limit of £100 per person to a maximum of £300 in total.
- The AA will not pay for any additional costs incurred by the Authorised Driver or passengers such as

meals (other than breakfast), drinks, telephone calls and newspapers. These costs must be settled with the hotel before leaving.

Or

C Public transport costs

What is covered

The AA will cover reasonable public transport costs for the Authorised Driver and up to seven passengers. The Authorised Driver can claim Onward Travel costs to a limit of £100 per person to a maximum of £300 in total.

- Any passengers must have been travelling with the Authorised Driver at the time of the relevant Breakdown.
- The Authorised Driver must obtain proofs of purchase or receipts for all travel expenses.
- Any claim for reimbursement should be made in writing to claims, Agency Accounts, Fanum House, Basingstoke, Hampshire, RG21 4EA.
- All relevant proofs of purchase and receipts must accompany the claim.
- Any claim for transport costs must be submitted to the AA within 28 days of the relevant Breakdown and will be subject to the limit stated above.

Lexus Roadside Assistance European Breakdown cover

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Important notes

If the Authorised Driver cannot provide valid details of the Registered Vehicle under Lexus European Breakdown cover, the AA reserves the right to refuse to arrange service and cover will not apply.

It is important that the AA is contacted if assistance is required under Lexus European Breakdown cover and the Authorised Driver follows the procedures notified by the AA. If a garage is contacted direct, the Authorised Driver will have to settle their bill and the AA will be under no obligation to reimburse the Authorised Driver.

Credit card – a credit card must be available if the replacement vehicle hire benefit is used; the car hire company requires a "swipe" of the card as security. Debit cards are not accepted for this purpose.

Driving licence – a driving licence must be available if the replacement vehicle hire benefit is used; the car hire company will expect to see original driving licence, together with paper counterpart (if photocard licence).

Important limitations of service

There are differences between the service the AA will provide within the UK and the service arranged by Lexus Roadside Assistance European Breakdown cover:

- 1 Lexus European Breakdown cover will usually be arranged through a garage or, if in countries where a sister motoring organisation operates, a local patrol may assist.
- 2 European garage mechanics and patrols are unlikely to speak English.
- 3 Lexus European Breakdown cover provides recovery of the Registered Vehicle including caravan/trailer on tow if it is within stated size restrictions for Lexus European Breakdown cover. However, if the caravan/trailer only is immobilised we may be able to arrange service but this will be at your own cost, to the nearest local repair service centre. (Refer to page 8 - Vehicle type, weight and size restrictions).
- 4 National holidays and working hours vary throughout Europe. This will impact on the service arranged for the Authorised Driver, especially during busy periods.
- 5 Third party service providers including garages, repairers, recovery operators, car hire companies etc are not approved by the AA and do not act as Agents of the AA. The AA cannot be held liable for any acts or omissions of any such garages or other third parties.
- 6 Any goods being carried remain the Authorised Driver's responsibility.
- 7 Registered Vehicles which are recovered will usually be brought back unaccompanied.
- 8 Vehicle recovery from Western Europe will take on average 8-14 working days. At busy periods and from further destinations, recovery may take longer.

Geographical limits

Lexus European Breakdown cover applies within the following geographical limits within which the Registered Vehicle and the Authorised Driver must stay together. Assistance will not be arranged outside of these geographical limits.

Cover applies within the following limits (the "geographical limits"):

Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Kosovo, Latvia,

Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, excluding Ceuta and Melilla, Sweden, Switzerland, Turkey, in Europe including Uskudar, all European Mediterranean islands, Ukraine, Vatican City.

Cover does not apply to territories beyond mainland Europe. Cover within the UK applies only to a direct journey to and from the seaport or Eurotunnel terminal and can only be used for journeys where the Registered Vehicle is being taken overseas by waterborne craft or Eurotunnel and not for crossing estuaries and non-tidal waterways apart from crossing from Northern to Southern Ireland. The AA reserves the right to amend the geographical limits of cover in the event of war, civil disturbance, riot or radioactive contamination.

Additional definitions

'Authorised Driver's Party' means the Authorised Driver and all other occupants of the vehicle, maximum eight persons (including the authorised driver). The AA will only cover people who are travelling with the authorised driver for the whole duration of the Trip.

'Country of departure' means United Kingdom only.

'Period' means any number of journeys taken within the duration of the Lexus European Roadside Assistance policy, provided that each individual Trip must not exceed a maximum of 90 days.

'Trip' means the Authorised Driver's journey overseas with the Registered Vehicle within the period, starting and ending in the UK. The AA will only cover the Registered Vehicle within the UK for a direct journey to or from the seaport or Eurotunnel terminal.

All vehicles must be built to manufacturer's specifications, hold a current MOT certificate (where required), hold appropriate insurance for travelling overseas, be in a roadworthy condition at the start of the Trip and used for private purposes or business use only.

The AA will not cover personal effects/goods/vehicles/boats or other waterborne craft on or in the Registered Vehicle or trailer nor consider any consequential loss. These remain the Authorised Driver's responsibility at all times.

Vehicle occupants

Maximum of eight persons including driver and infants but limited to the maximum number of persons the registered vehicle is designed to carry and for whom there are fixed seats and restraints.

Weight and size restrictions of registered vehicles for European Assistance:

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

Maximum vehicle length: 7m (23 ft)

Maximum vehicle width: 2.55 m (8 ft 3 in)

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

The Registered Vehicle and the Authorised Driver must comply with legislation as to vehicle types, weight and dimensions which apply in the countries visited and the AA cannot be liable for any loss whatsoever because the Registered Vehicle cannot be imported into or used in overseas countries, due to its type, weight and/or dimensions.

If the Registered Vehicle is stranded on the highway as a result of Breakdown, Lexus European Breakdown cover will arrange, within the geographical limits, subject to all relevant terms, conditions and exclusions contained in these terms and conditions, for the arrangement of emergency Roadside Assistance and, where appropriate, vehicle recovery to the UK, emergency alternative travel or emergency accommodation assistance for the Authorised Driver and the Authorised Driver's party. The overall claim limit for Lexus European Breakdown cover is £2,500 per party, per Trip, excluding unaccompanied vehicle recovery benefit, please refer to section 4, Vehicle recovery to the UK.

Section 1

Roadside Assistance and emergency repair

What is covered

The AA will arrange emergency help for the Authorised Driver and cover costs within the following limits for Roadside Assistance, roadside repairs and towage up to £150 overall maximum. This includes up to £100 for labour within the total amount.

Note

All costs met under this section form part of the relevant overall claim limit.

What is not covered

- 1 The cost of any replacement part, tyres, body glass, fuel, lubricants or other fluids, keys or other materials.
- 2 Any costs for labour not incurred at the roadside.
- 3 Any costs for a locksmith, body glass, tyre or other specialist. If the AA considers that their services are needed, the AA will seek to arrange this on the Authorised Driver's behalf, but will not pay for the cost of the call out nor any repair.
- 4 Any further assistance for the incident, if the use of locksmith or other specialist will mobilise the vehicle.
- 5 Routine maintenance and non-emergency repairs such as radios, CD players, satellite navigation, air conditioning or climate control faults. Any costs resulting from failure to maintain or service the vehicle in accordance with manufacturer guidelines.

- 6 Any non-essential repairs, damage to paintwork or other cosmetic repairs, or air conditioning or climate control faults, which do not affect the mobility or security of the Registered Vehicle nor render it unsafe to drive.
- 7 Any costs incurred because the Registered Vehicle / Authorised Driver is not carrying a spare set of vehicle keys, a legal and serviceable spare wheel(s) and tyre(s) or an "instant mobility system" where this is supplied with the Registered Vehicle.
- 8 Any costs covered under the Registered Vehicle's warranty.
- 9 The cover is not available in relation to professional or organised sports or hazardous pursuits (such as road racing, ice driving, motorcycle wheelies, and similar), or where your vehicle is overloaded, or used in rallying, off-road driving, race track driving (particularly the Nurburgring) or used in motor sports. It may not be used in place of regular servicing.
- 10 Any additional costs incurred for pets or animals.
- 11 Any matter excluded under the General Terms and Conditions, for example, but without limitation, any emergency assistance required following Breakdown where the need for such assistance arises in the circumstances specified in clause 4 of Lexus European Breakdown cover General Terms and Conditions.

Notes

- a The AA will only seek to arrange a guarantee of costs within the limits of Lexus European Breakdown cover and the Authorised Driver will if required have to pay the repairing garage for all costs for labour or parts..
- b If the Authorised Driver is not the owner of the Registered Vehicle, the Authorised Driver must check with the owner before authorising any repairs.
- c If the Registered Vehicle has left the highway and the Authorised Driver asks for assistance when it is in a ditch, or standing on soft ground, sand or shingle, or stuck in water or snow, any recovery to a place of safety the AA arranges will be at the Authorised Driver's cost.
- d The AA reserves the right to refuse to provide or arrange Breakdown assistance services if the Authorised Driver is not present at the scene of the Breakdown.
- e If the AA cannot arrange for a garage to accept our guarantee of costs, the AA will ask the Authorised Driver to pay for any repairs undertaken at the time and reclaim insured costs when the Authorised Driver returns home.

- f The AA 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.
- g Please note the Important limitations of service (p7) regarding the nature of our relationship with the third party service providers such as garages, repairers and recovery Agents.
- h If the Authorised Driver insists on authorising lengthy or expensive repairs contrary to our advice, the AA reserves the right to refuse any further service.
- i Recovery from French motorways cannot be arranged by the AA, as these roads are privately owned. In the event that assistance is required, the Authorised Driver must contact the dedicated motorway services and telephone Lexus European Breakdown cover for further help once towed off the motorway/service area.
- j Repair costs can vary from those in the UK and may be more expensive.
- k Before paying the bill and taking the Registered Vehicle away from the garage, the Authorised Driver should check the work carefully to make sure it is satisfactory and report any problem to the AA immediately while the Authorised Driver is still overseas, as it may be very difficult for the Authorised Driver to have a faulty repair corrected or to get any redress after the bill has been paid and the Authorised Driver has returned home.
- l If the garage cannot complete the repairs within 24 hours or until after the date on which the Authorised Driver planned to return home, the Authorised Driver must contact the AA to discuss the Authorised Driver's options.
- m The Authorised Driver should notify the Registered Vehicle's insurer or warranty company of any claim under this section where it is possible that costs may be recoverable either fully or in part from them.
- n Any contract for repair will be between the Authorised Driver and the repairer.
- o Any advice regarding the cost of repairs provided by the AA helpline will be indicative only and it will be the Authorised Driver's responsibility to ensure that he or she has received and understood the quotation given by the repairer before agreeing for any work to be carried out.

Section 2

Replacement vehicle hire and alternative travel arrangements

If the repairer estimates that the repairs to the Registered Vehicle will take more than eight hours, the AA will cover the Authorised Driver's reasonable and necessary costs for alternative travel as set out below.

What is covered

Reasonable and necessary additional expenses from a, or a combination of:

- a Contribution towards car hire costs for a maximum of three days;
- b Air fares (economy);
- c Rail fares (for a maximum of eight people, including the Authorised Driver);
- d Local taxi fares;
- e Any other transport equivalent to 2nd class rail fares

Overall limit for expenses at a-e is up to £750 per Authorised Driver's party, per Trip. Please note, the AA will include any costs the AA agrees under this benefit in the overall claim limit.

What is not covered

- 1 Any additional charges arising from the Authorised Driver's use of the replacement vehicle such as fuel costs, any insurance excess charges, if the Authorised Driver keeps the vehicle longer than the period of hire agreed with the AA or does not follow its or the hirer's instructions to return the vehicle. The Authorised Driver must pay these costs direct to the hirer.
- 2 Any costs incurred following the Authorised Driver's return to their home in the UK.
- 3 Anything mentioned as not covered under Section 1 Roadside Assistance and emergency repair.
- 4 Any additional costs incurred for your pet or pets.
- 5 Any costs incurred if the Authorised Driver leaves the car at a different location to that agreed with the AA or the hire company.
- 6 In connection with any contribution made by us under clause a above, any contribution towards the cost of motor insurance cover for an alternative replacement vehicle which is over and above the relevant minimum legally required cover for the territory or territories concerned. We strongly recommend You consider purchasing (at Your own expense) additional insurance and, for example, without restriction, purchase collision damage waiver, if offered by the hirer.

- 7 Any matter excluded from cover under the Lexus European Breakdown cover terms and conditions, for example, but without limitation, any emergency assistance required following Breakdown where the need for such assistance arises in the circumstances specified in clause 4 of the Lexus European Breakdown cover General Terms and Conditions.

Notes

- a If the Registered Vehicle is an MPV or similar vehicle, the AA may have to arrange two replacement vehicles. Otherwise the AA will make alternative travel arrangements.
- b In parts of Europe, replacement vehicles are not permitted to cross national frontiers and it may be necessary to change replacement vehicles at national borders. If the Authorised Driver does not follow our, or the hirer's instructions, the Authorised Driver must pay any additional costs they incur.
- c For replacement vehicle or other alternative travel costs, wherever possible the AA will arrange and pay costs within the above overall limit. If the hirer will not accept our guarantee, the AA will ask the Authorised Driver to pay and make a claim for these costs on their insurance.
- d If the Registered Vehicle is specially adapted it is unlikely that the AA will be able to locate a similarly adapted vehicle overseas. The AA will seek with the Authorised Driver to find a suitable alternative method of travel, within the benefit limit.
- e The AA cannot guarantee replacement vehicle availability or equivalent replacement for the Registered Vehicle. Multi purpose vehicles, four wheel drive vehicles, minibuses, vans, motorcycles and vehicles with automatic transmission in particular are difficult to hire.
- f The AA cannot guarantee replacement vehicles can be supplied with a tow bar, and therefore the Authorised Driver's caravan or trailer may be recovered with the immobilised Registered Vehicle.
- g The AA cannot arrange a replacement mobile caravan or trailer nor can the AA arrange for replacement roof boxes. Personal effects/ goods/vehicles/boats or other waterborne craft carried in or on the Registered Vehicle, caravan or trailer remain the Authorised Driver's responsibility at all times.
- h Unless the AA agrees otherwise with the Authorised Driver, the AA will only cover replacement vehicle costs where the AA has arranged the hire. The AA cannot guarantee that replacement vehicles will be available in all circumstances. Replacement vehicles are supplied by the AA's chosen suppliers. The vehicle hire agreement will be between the Authorised Driver and the relevant supplier and will be subject to the terms and conditions of the vehicle supplier. The Authorised Driver must be able to comply with the hirer's terms and conditions, which will include:
 - Production of a full driving licence including any endorsements, valid at the time of issue of the hire vehicle (some companies may require additional information). If the Authorised Driver has a photocard style licence, they must carry the paper counterpart (D740) as well;
 - Production of a credit card (see also the note on page 6 concerning acceptance of credit cards);
 - Drivers must be within the hirer's minimum/maximum ages for the hire and comply with legislation in the country concerned and must have held a full driving licence for 12 months or more.
- i 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 replacement vehicle. If the Authorised Driver does not comply with the hire company's terms or fails to return the vehicle to them as agreed, the hire company may take action against the Authorised Driver.
- j If the AA have arranged a replacement vehicle for the Authorised Drivers journey home, a vehicle hired abroad cannot be used for any part of the journey in the UK. A UK Registered Vehicle will be arranged for this part of the hire.
- k Please pay careful attention to the Important limitations of service (p7) regarding the nature of our relationship with the third party service providers.

Section 3

Emergency accommodation

If the repairer estimates that repairs to the registered vehicle will take more than eight hours, the AA will cover the Authorised Driver's reasonable and necessary costs for additional emergency accommodation as set out below.

What is covered

Reasonable, necessary additional costs over and above those the Authorised Driver has budgeted for, for accommodation up to £60 per person, per night.

Note

All costs met under this section form part of the overall claim limit.

What is not covered

- 1 Meals, drinks, telephone calls and newspapers or any other costs incurred by the Authorised Driver or the Authorised Driver's party. The Authorised Driver must settle these direct with the hotel before leaving.
- 2 Costs which the Authorised Driver would have paid, had no problem with the Registered Vehicle occurred.
- 3 Costs where the need for accommodation arises from the transport of any animal.
- 4 Anything mentioned as not covered under Section 1, Roadside Assistance and emergency repair.
- 5 Any matter excluded from cover under the Lexus European Breakdown cover General Terms and Conditions, for example, but without limitation, any emergency assistance required following Breakdown where the need for such assistance arises in the circumstances specified in clause 4 of the Lexus European Breakdown cover General Terms and Conditions.

Note

The AA will arrange and pay costs wherever possible. Where the AA's guarantee is not accepted, the Authorised Driver should pay and make a claim for these costs on the Authorised Driver's return home.

Section 4

Vehicle recovery to the UK

If repairs cannot be completed in time for the Authorised Driver's planned return home.

What is covered

- 1 The cost of unaccompanied recovery for the Registered Vehicle to the Authorised Driver's home, or nominated vehicle repairer in the UK, up to the current market value of the Registered Vehicle.
- 2 The AA will also cover any reasonable storage charges up to £100 incurred in the recovery. The AA may, at its discretion and depending on circumstances, arrange and agree with the Authorised Driver an alternative method of recovery and cover reasonable costs, as follows:

- a If repairs are started but not completed before the Authorised Driver's planned return home, the AA will arrange with the Authorised Driver and pay for one person's reasonable travel and accommodation costs up to £600 to go directly overseas to collect the Registered Vehicle.

Note

All costs met under this section (but excluding the cost of unaccompanied vehicle recovery) form part of the overall claim limit.

What is not covered

- 1 Recovery of the Registered Vehicle if the AA calculates it to be beyond commercial economic repair. The AA will never pay more than the value of the vehicle to bring it home. If the AA advises the Authorised Driver that the Registered Vehicle is beyond commercial economic repair the AA will give the Authorised Driver up to eight weeks after the original incident to agree suitable alternative arrangements for the recovery or disposal of the Registered Vehicle. If the AA has no agreement after eight weeks, the AA will consider the Authorised Driver has authorised it to dispose of the Registered Vehicle.
- 2 Recovery where the Registered Vehicle only needs minor or inexpensive repairs. The AA may agree vehicle collection with the Authorised Driver in these circumstances if repairs cannot be completed by their return date.
- 3 If the Authorised Driver chooses to have the Registered Vehicle recovered to the original destination there will be no further entitlement to recovery for the rest of that Trip.
- 4 Recovery where the local garage can complete repairs before the Authorised Driver's return date.
- 5 Recovery costs or medical repatriation costs for a vehicle if nobody in the Authorised Driver's Party is fit to drive.
- 6 Repatriation costs if nobody in the Authorised Driver's Party is fit to drive.
- 7 Any losses resulting from delay in recovering the Registered Vehicle.
- 8 The cost of additional transit risk insurance. The Authorised Driver should contact the Registered Vehicle's motor vehicle insurers to ensure the Authorised Driver has any additional cover required.
- 9 The replacement cost of the Registered Vehicle or any salvage money if the Registered Vehicle is beyond commercial economic repair.
- 10 Transportation costs for a repaired Registered Vehicle.

- 11 Separate transportation costs for personal effects/goods/vehicles/boats or other waterborne craft carried in or on the Registered Vehicle/trailer. These remain the Authorised Driver's responsibility at all times.
- 12 Any repair costs after the AA have recovered the Registered Vehicle to the Authorised Driver's home or chosen garage in the UK.
- 13 Any claim for the cost of a replacement driver where the only driver in the Authorised Driver's Party cannot comply with the declaration.
- 14 Any claim for vehicle collection costs where the overseas garage has not started the necessary repairs to put the Registered Vehicle back on the road before the Authorised Driver returns home.
- 15 Anything mentioned as not covered under Section 1, Roadside Assistance and emergency repair.
- 16 The recovery of horses or livestock.
- 17 Transportation of a vehicle and/or its content to a destination overseas.
- 18 Any additional costs incurred for pets.

Notes

- a When recovery of the Registered Vehicle is arranged delivery of the vehicle may take 8-14 working days from western European countries. At busy periods or from farther destinations, recovery may take longer.
- b Before leaving the Registered Vehicle for recovery, all valuables should be removed and anything left in the Registered Vehicle must be safely stowed. There is no duty-free allowance on an unaccompanied vehicle being recovered - any dutiable items must be taken by the Authorised Driver.
- c The Authorised Driver must leave keys, including those for trailers, caravans or roof boxes, in a safe place with the Registered Vehicle, as customs may need to unlock and inspect the vehicle(s).
- d Lexus European Roadside Assistance must be notified of any arrangements to collect the Registered Vehicle.
- e If the garage dismantles the Registered Vehicle for repairs, which are then halted for any reason, neither the AA, nor the garage will accept responsibility for any parts returned in the Registered Vehicle.
- f The luggage in the Registered Vehicle always remains the Authorised Driver's responsibility and any items left with the vehicle for recovery are left at the Authorised Driver's own risk.
- g The cost of recovery is limited to the current market value of the Registered Vehicle (calculated with reference to recognised trade guide books and the UK market). If the AA has any doubt as to whether the Registered Vehicle will be economic to repair the AA reserves the right to arrange a vehicle inspection.
- h Any matter excluded from cover under the Lexus European Breakdown cover General Terms and Conditions, for example, but without limitation, any emergency assistance required following Breakdown where the need for such assistance arises in the circumstances specified in clause 4 of Lexus European Breakdown cover General Terms and Conditions.
- i If the Registered Vehicle has been involved in an accident which could be the subject of a claim involving the Authorised Driver's motor insurers, the AA reserves the right to obtain their formal agreement before the AA arranges the recovery of the Registered Vehicle and to negotiate with them to reclaim a proportion of the costs incurred.
- j When the Authorised Driver is notified the Registered Vehicle is ready for collection, the Authorised Driver will have 14 days to collect the Registered Vehicle. The Authorised Driver will be responsible for any additional storage fees incurred beyond this.
- k While we will seek to return the Registered Vehicle, the Authorised Driver's Party and any pet home together by the most suitable means, where this is not practical and possible, the AA cannot be liable for any additional costs incurred.
- l It is the Authorised Driver's responsibility to ensure that any pets meet the mandatory restrictions of the pets travel scheme at all times.

Claims procedure and conditions

Whilst the AA makes every effort to guarantee costs within the benefits on the Authorised Driver's behalf, there will be occasions when the AA will ask the Authorised Driver to pay the bill locally and reclaim agreed costs when the Authorised Driver returns home. Claims should be notified within 31 days of the Authorised Driver's return home.

To obtain a claim form, please telephone +44 1256 493580 or email overseasclaims@theAA.com

Please quote Lexus European Breakdown cover and any additional reference the Authorised Driver may have been given by our operational staff. Please return the completed form urgently to the AA, with original receipts and Schedule of Insurance.

Note

The AA uses fixed exchange rates for the euro. Claims for expenses incurred in this currency will be settled at the fixed rate.

Conditions of making a claim

- 1 The Authorised Driver should notify a claim to the AA within 31 days of the Authorised Driver's return.
- 2 The AA will not accept any alterations to the terms of this insurance, unless a duly authorised official of the AA has confirmed changes in writing.
- 3 If the AA guarantees costs on the Authorised Driver's behalf, the Authorised Driver must repay us on demand for any expenses not covered by Lexus European Breakdown cover. The AA will not settle any claim for costs the Authorised Driver paid under this cover until the Authorised Driver has repaid them in full.
- 4 The AA may pay the Authorised Driver the AA's full liability under Lexus European Breakdown cover at any time, and once the AA has 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 the Trip.
- 5 If the Authorised Driver or anyone acting for the Authorised Driver deliberately makes a false claim or statement, the Lexus European Breakdown cover will become invalid and the AA will not pay any claims.
- 6 The AA will not cover any payment, which the Authorised Driver normally would have made during the Trip, if nothing had gone wrong.
- 7 The AA will not cover anything excluded under Lexus European Breakdown cover General Terms and Conditions.
- 8 The AA is entitled to take over any rights the Authorised Driver or anyone in the Authorised Driver's Party may have in the defence or settlement of any claim and to take proceedings in the Authorised Driver or any other member of the Authorised Driver's Party's name for its benefit against any other party.
- 9 If, at the time of making a claim, there is any policy covering the same risk, the AA is entitled to contact the insurer for a contribution.
- 10 The Authorised Driver must do all that they can to keep claims as low as possible and to prevent loss, theft or damage.
- 11 In the event of the Authorised Driver's intended method of travel and/or route being unavailable due to an insured cause, the Authorised Driver and the

Authorised Driver's Party must take suitable steps to travel by the most reasonable alternative method or route.

- 12 The AA will be entitled to pursue claims against third parties on its own behalf in the name of and to the same degree as the Authorised Driver would be entitled, in relation to any of its outlays under the cover.

General Terms and Conditions of Lexus UK Roadside Assistance

- 1 Roadside Assistance services, which include Roadside Assistance, At Home, National Recovery and Onward Travel, are available to a Lexus vehicle during its period of eligibility of either 12 or 24 months, as advised in your welcome pack.
- 2 Lexus Roadside Assistance is designed to provide emergency Breakdown and recovery facilities; their availability does not, of course, remove the need to keep the Registered Vehicle properly maintained and serviced.
- 3 If the Registered Vehicle breaks down, and the Authorised Driver needs help, the Authorised Driver should always contact Lexus Roadside Assistance direct. Lexus authorised repairers and garages approached independently, whether appointed by us or not, will expect payment and subsequently the Authorised Driver will have to settle the bill and the AA will be under no obligation to reimburse the Authorised Driver.
- 4 Lexus Roadside Assistance is only available to motor vehicles up to a maximum weight limit of 3500 kg (3.5 tonnes) gross vehicle weight (GVW). There are additional length and width restrictions under National Recovery service. Maximum vehicle length, 23 ft (7 m), maximum vehicle width, 8 feet 3 in (2.55 m). In addition, caravans or trailers on tow at the time of the Breakdown will be recovered along with the Registered Vehicle (if appropriate) towing them, provided that they fall within the above limits for National Recovery service. A caravan or trailer of a length of greater than 18 feet (5.5 m) but not exceeding 26 feet (8 m) will be recovered provided that this can be done safely under tow
- 5 If eligibility for Lexus 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 Lexus Roadside Assistance cannot subsequently be validated.
- 6 The AA 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.
- 7 Service is subject to availability and may be supplemented by our appointed Agents. The AA will only accept responsibility for the actions of an Agent where the Agent is acting on our instructions and is providing such assistance to the Authorised Driver that they are entitled to under Lexus Roadside Assistance for the Registered Vehicle. An Agent appointed by the AA will charge us directly for any service it has provided on the AA's behalf. However, if repairs cannot be carried out either by a patrol or our appointed Agent, on the highway or at the Authorised Driver's home address and the Registered 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.
 - 8 Assistance will be arranged for the number of people up to the legal seating capacity of the Registered Vehicle up to a maximum of eight (including the driver) provided that such people were travelling in the Registered Vehicle at the time of the Breakdown.
 - 9 The AA reserves 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 Registered Vehicle within the preceding 28 days. It is the Authorised Driver's responsibility to make sure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. It is the Authorised Driver's responsibility to, when advised to do so by a patrol, take the Registered Vehicle to a Lexus authorised repairer to have any temporary repair carried out by Lexus Roadside Assistance made good. If the AA has cause to believe that the Authorised Driver is over using assistance in relation to a fault or cause of Breakdown, which the AA has attended on previous occasions, it will report the matter to Lexus, who will make a decision as to whether future assistance will be arranged until such time as a permanent repair is carried out.
 - 10 The AA has 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 Registered Vehicle where it reasonably considers that they or anyone accompanying any such person:
 - a Is behaving or has behaved in a threatening or abusive manner to the AA's employees, patrols or Agents, or to any third party contractor;
 - b Has falsely represented that they are entitled to services to which they are not entitled; or
 - c Has assisted another person in accessing our services to which they are not entitled; or
 - d Owes the AA money with respect to any services, spare parts or other matters arranged by the AA or by a third party on our instruction.
 - e The Authorised Driver is not with the Registered Vehicle at the time of Breakdown at the time assistance arrives.
 - f If in the AA's resource opinion the Registered Vehicle was immediately before the Breakdown, dangerous, overladen, unroadworthy or could not otherwise have been lawfully used on the public highway.
 - g In the AA's reasonable opinion, the giving of service would involve a breach of the law; or
 - h In the AA's reasonable opinion there has been an unreasonable delay in reporting the Breakdown.
 - 11 The AA is not under any obligation to transport or to arrange the transport of any animal. If the AA or its 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.
 - 12 If the AA considers that a locksmith, body, glass or tyre specialist is needed, the AA will endeavour to arrange their help on behalf of the Authorised Driver. The AA, however, will not pay for their services and the contract for repair will be between the Authorised Driver and the repairer. Further, if use of a locksmith or other specialist would, in their reasonable opinion, mobilise the Registered Vehicle, no further service will be available for the Breakdown in question.
 - 13 The Authorised Driver will be required to pay for any consumables that the AA or AA's appointed Agents provide.
 - 14 If specialist equipment (not normally carried by patrols) is in the AA's view, required to provide assistance when a Registered 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, the AA will arrange recovery but at the Authorised Driver's cost. Once the Registered Vehicle has been recovered to a suitable location, normal service will be arranged in keeping with Lexus Roadside Assistance.
 - 15 The AA will not provide service where this is requested in regard to the Registered Vehicle which requires service by reason of, or immediately following, participation in any racing, rallying, trials or time-trials, auto test or other motor sports event ("Motor Sports Event"). However, for the avoidance

- of doubt, the AA does not consider the following activities to be Motor Sports Events, and thus will provide service to a participating Registered Vehicle if properly requested:
- a "Concours d'élégance" events;
 - b Track test days for road-legal vehicles;
 - c Rallies held exclusively on open public highways where participants are required to comply with all operative speed limits.
- 16 The AA's patrols are trained and equipped to carry out emergency roadside repairs and are not in a position, and should not be expected, to comment on the general safety or roadworthiness of a Registered Vehicle after a Breakdown or emergency repair. In addition, completion of an emergency repair cannot be taken to signify, or in any way guarantee, the general roadworthiness of the Registered Vehicle concerned. However, the AA reserves the right to refuse service where, in the opinion of the patrol or garage Agent, the Registered Vehicle concerned was, immediately before the incident, dangerous or unroadworthy or the giving of service would involve any breach of the law (including, but not restricted to, any breach of road traffic regulations or health and safety provisions), or there has been an unreasonable delay in reporting the Breakdown.
 - 17 It is the Authorised Driver's responsibility to ensure that any temporary repairs carried out by us to mobilise the Registered Vehicle are followed as soon as is possible by a permanent repair. Please refer to the terms of the vehicle warranty with respect to the carrying out of repairs by Lexus authorised repairers.
 - 18 The AA are entitled to refuse service in certain circumstances, for example, should the vehicle be ineligible for Lexus Roadside Assistance. Attendance will also be declined in non-emergency situations where the Registered Vehicle is still mobile and the journey can be continued both legally and in safety. In such circumstances, the Toyota Roadside Assistance incident manager, where appropriate, would recommend an alternative course of action.
 - 19 The AA aims to provide emergency Breakdown assistance. 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 Registered Vehicle other than on the part of the AA or its Agents.
 - 20 The AA reserve the right to vary the terms and conditions of service during the period of Lexus Roadside Assistance on the giving of reasonable notice where the AA 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.
 - 21 Where the Authorised Driver has been refused service as a result of the Registered Vehicle being deemed dangerous, over laden or unroadworthy, the AA will endeavour to arrange assistance on behalf of the Authorised Driver but will not pay for this service.
 - 22 Where the vehicle has been involved in an accident, we will not recover the vehicle. The Authorised Driver will need to contact Lexus Accident Management to arranged recovery and repair by calling 0330 053 0353.
 - 23 While the AA seeks to provide Lexus Roadside Assistance at all times, the AA's resources are finite and this may not always be possible. The AA shall not be liable for service failures where the AA is faced with circumstances outside their reasonable control. Events which might constitute circumstances outside their 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 license 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.
 - 24 The AA 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 or indirect 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 the AA's liability for negligence resulting in death or personal injury.
 - 25 Failure to enforce or non-reliance upon any of these terms and conditions by the AA on a particular occasion or occasions will not prevent the AA from subsequently relying on or enforcing them.
 - 26 The headings used in these terms and conditions are for convenience only and shall not affect the interpretation of their contents.
 - 27 None of the terms and conditions, or benefits, of, or under, Lexus Roadside Assistance is enforceable by anyone other than the Authorised Driver. For the avoidance of doubt, and without limitation to the generality of the foregoing, any rights under The Contracts (Rights of Third Parties) Act 1999, or any replacement thereof, are hereby excluded.

28. Nothing in these terms and conditions shall affect the statutory rights of the Authorised Driver
28. Nothing in these terms and conditions shall affect the statutory rights of the Authorised Driver as a consumer
29. These terms and conditions are governed and, shall be interpreted in accordance with the laws of England and Wales. The EEA state for the purposes of these terms and conditions is the UK. These terms and conditions and all correspondence relating to them shall be in English.

What is not covered

- 1 Routine maintenance and running repairs, such as fixing faulty radios, interior light bulbs, heated rear windows;
- 2 The cost of spare parts, petrol, oil, keys, consumables or other materials and garage or other labour required to repair the Registered Vehicle or any supplier delivery of call out charges;
- 3 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;
- 4 Having the Registered Vehicle stored or guarded in the absence of the driver;
- 5 Providing service to the Registered Vehicle when it is on private property, for example garage premises. The AA will be entitled to refuse service unless the Lexus authorised repairer can establish to the AA's satisfaction that permission has been given by the relevant owner or occupier;
- 6 Any personal transportation costs except those covered by Onward Travel;
- 7 Attendance or payment for lost or stolen keys, or when keys have been locked in the Registered Vehicle.
- 8 The provision of service to any persons in excess of the number of seats fitted in the Registered Vehicle, or to anyone who was not travelling in the Registered Vehicle at the time of the Breakdown;
- 9 The recovery of vehicles bearing trade plates or which the AA has reason to believe has just been imported or purchased at auction;
- 10 The transportation of immobilised vehicles where the AA considers this to be part of a commercial activity, for example to, from or for motor dealers or delivery companies;
- 11 The transportation or arrangement of transportation of any animal (guide dogs or hearing dogs to be transported together with their owner, where the AA

will provide transportation unless this is not possible for health and safety reasons). The AA will not recover horses or livestock. If the AA at its absolute discretion agrees to transport any animal then this will be at Your risk. It is Your responsibility to secure any animal being transported or to make alternative arrangements for its transportation.

General Terms and Conditions of Lexus European Roadside Assistance

- 1 While the AA seeks to arrange the benefits under Lexus European Breakdown cover at all times, this may not always be possible – for example, when the AA is faced with circumstances outside its reasonable control, such as (without limitation) extreme weather conditions, local customs or practices, local or national fuel shortage, civil unrest, equipment or systems failure or any form of industrial action which prevents, restricts or otherwise interferes with the production of goods or the provision of services.
- 2 The AA, its employees or Agents, shall not be liable to the Authorised Driver for any loss or damage caused by it, our employees or Agents where, and to the extent that:
 - a. There is no breach of a legal duty owed to the authorised driver or the Authorised Driver's Party by the AA or the AA's employees or Agents;
 - b. Such loss or damage is not a reasonably foreseeable result of such breach;
 - c. Any such loss or damage or increase in the same, results from any breach or omission by the Authorised Driver or member of the Authorised Driver's Party.

The AA, its employees and Agents, shall not in any event, be liable for losses relating to any business interests the Authorised Driver or a member of the Authorised Driver's Party may have including, without limitation, lost data, lost profit, loss of opportunity or of business or for business interruption, lost contracts, revenue or anticipated savings.
- 3 Please note the Important limitations of service (p7) regarding the nature of our relationship with the third party service providers.
- 4 The AA has the right to refuse to arrange service where the AA considers that the Authorised Driver or any member of the Authorised Driver's Party is behaving or has behaved in a threatening or abusive manner to its employees, patrols or Agents, or to any third party service provider and the AA reserves the right to invalidate cover at any time if, in its opinion, the Authorised Driver has misused services arranged under Lexus European Breakdown cover.

- 5 The AA will not cover anyone in the Authorised Driver's Party for any claims arising directly or indirectly from:
 - a Psychotic mental illness, being under the influence of drink or drugs, (except as prescribed by a doctor);
 - b Alcoholism, drug addiction, solvent abuse, wilful exposure of risk (unless trying to save someone's life)
 - c Engaging in professional or organised sports or hazardous pursuits;
 - d Direct or indirect consequences of terrorist activity, war, invasion, act of foreign enemy, hostilities, (whether war be declared or not) revolution, insurrection, military or usurped power.
 - e Having an accident whilst engaged in paid manual work or hazardous occupation of any kind;
 - f The negligent acts of the Authorised Driver or the Authorised Driver's Party;
 - g Any failure to take all reasonable steps to minimise loss;
 - h Any payment which the Authorised Driver would normally have made, if nothing had gone wrong;
- 6 Nothing shall restrict or limit the AA's liability for death or personal injury as a result of the AA's negligence.
- 7 If the AA does not enforce or rely upon any of these terms and conditions on a particular occasion or occasions, this does not prevent it from subsequently relying on or enforcing them.
- 8 The headings used in these terms and conditions are for convenience only and shall not affect the interpretation of its contents.
- 9 These terms and conditions are governed and, shall be interpreted in accordance with the laws of England and Wales. The EEA state for the purposes of these terms and conditions is the UK. These terms and conditions and all correspondence relating to them shall be in English.
- 10 If at the time of making a claim the Authorised Driver has any policy covering the same risk, the AA is entitled to contact the insurer for a contribution.
- 11 Lexus European Breakdown cover is issued on the basis that cover will run concurrently with and is conditional upon Lexus Roadside Assistance Breakdown cover in the UK being operative and valid.
- 12 Nothing in these terms and conditions shall affect the statutory rights of the authorised driver as a consumer.

- 13 The AA will not cover any additional costs incurred as a consequence of an animal travelling with the Authorised Driver or the Authorised Driver's Party.

Use of your personal data

This short form privacy notice provides a summary of how your personal data is used by the AA Group. The data controllers of our Roadside policies and products are the Automobile Association Insurance Services Limited (which sells you the policy), and Automobile Association Developments Limited (which provides the services to you).

For full details please visit our privacy notice at <https://www.theaa.com/privacy-notice-breakdown-services>. The privacy notice sets out full details about how we use your information and include the contact details of the Data Protection Officer.

We may update those privacy notices from time to time.

Personal data we hold, use and the reasons for processing

We collect and use your personal data to provide you with Roadside assistance, to develop new products and services and to review and improve current products and services, to comply with legal and regulatory obligations and requirements, helping us improve products or services, improve the operating of our businesses, to share information with business partners in order to provide our products and services or operating our business, and to enable other group companies to perform any of the above purposes. These uses are generally needed to provide the services to you and for our legitimate interest.

Disclosures and Transfers

We share your information within the AA Group companies, and our suppliers and business partners, as well as government organisations where required for the reasons described above.

There might be instances where the AA rely on third parties, such as service providers that are based outside the UK or the EEA, to support our businesses and the Roadside assistance products. Where there is access to data from international locations we have appropriate contractual safeguards in place.

Your rights

Below is a list of the rights that all individuals have under UK data protection laws. They don't apply in all circumstances so your request may not always be granted. If you wish to use any of them, we'll explain at that time if they apply or not, and if we will comply or not with your request, including the reasons why.

You have the right to be informed about the processing of your personal information; to have your personal information corrected; to object to processing; to request restriction of processing; to have your personal

information erased; to request access to your personal information and how we process it; to move, copy or transfer your personal information; and rights in relation to automated decision making which has a legal effect or otherwise significantly affects you.

For full details on how we use your information, please see the full privacy notice for the AA using the link above.

AA 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, Hampshire, 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. Acromas Insurance Company Limited is a member of the Association of British Insurers. Acromas Insurance Company Limited is incorporated with limited liability in Gibraltar with number 88716 (Gibraltar). Registered office: 57-63 Line Wall Road, Gibraltar. UK branch address the Saga Building, Enbrook Park, Folkestone, Kent CT20 3SE.

Automobile Association Insurance Services

Limited is an insurance intermediary authorised and regulated by the Financial Conduct Authority. Registered office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA. Registered in England and Wales. Company registration number 2414212.

SMS text messaging is available for use by deaf, hard of hearing or speech impaired Members in a breakdown situation by sending an SMS to 07860 027 999.

Information is available in large print, audio and braille on request. Please call 0330 053 0460 for details.

Text Phone users can contact us using Relay UK by prefixing any of our numbers with 18001

Useful contact numbers and addresses

UK Breakdown assistance 0330 053 353

European Breakdown assistance: 0044 (0)1737 50 00 24

For reimbursement of expenditure within Europe, please telephone the Overseas Claims and Accounting Department, on +44 1256 493580

Lexus Roadside Assistance Customer Care

The Automobile Association

Swallowfield One

Wolverhampton Road

Oldbury

West Midlands

B69 2AG

Phone 0800 169 0393

Email lexusoperations@theAA.com