

ABOUT OUR INSURANCE SERVICES

Set out below are the Terms and Conditions of your contract with Automobile Association Insurance Services Limited (“AAIS”) relating to AAIS’s arrangement and administration of your Volkswagen Roadside Assistance.

Please note that some sales are not arranged through AAIS and if this applies to your cover, you will be issued with a separate document identifying the company which arranged your cover, and giving the required information about that company.

The minimum duration of your arrangement and administration contract with AAIS is the duration of your Volkswagen Roadside Assistance and your contract with AAIS will terminate simultaneously with the termination of the related Volkswagen Roadside Assistance (whatever the reason for such termination).

1. Who regulates AAIS?

AAIS is an insurance intermediary authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority is the independent watchdog that regulates financial services. Our permitted business is that of an insurance intermediary dealing in and arranging contracts of general insurance. You can check this information on the Financial Services register by visiting the Financial Conduct Authority’s website: www.fca.gov.uk or by contacting them on 0800 111 6768. The Financial Services Register number is 310562.

2. Which companies does AAIS deal with?

AAIS deals with Automobile Association Developments Limited, (trading as AA Breakdown Services) which underwrites Roadside Assistance, Home Start and Relay, and Acromas Insurance Company Limited, which underwrites Relay Plus and European Breakdown Cover. AAIS acts as an agent of these underwriters, when arranging payments or refunds of your premium. These are the only underwriters of breakdown assistance available through AAIS. AAIS may renew your cover to a different underwriter or notify you of a future change if the underwriter of AA products has changed for new policies for any reason.

3. What services does AAIS provide?

AAIS provides the following services to you:

- Providing information about breakdown cover: AAIS will provide you with information on the breakdown cover available from the insurer(s) under Volkswagen Roadside Assistance and will ask you some questions to help narrow down the level and type of that breakdown cover of interest to you. You will not receive advice or any recommendation on which level or type of breakdown cover to buy and you will need to make your own choice on which level and type of breakdown cover you require.
- Arranging breakdown cover. Once you decide what cover you require, AAIS will arrange this for you with the insurer(s), dealing with payment and issuing the relevant Volkswagen Roadside Assistance documentation and card(s).
- Administering breakdown cover: After arranging breakdown cover AAIS will administer it on your behalf, including supplying replacement Volkswagen Roadside Assistance documentation, keeping your Volkswagen Roadside Assistance records up to date, dealing with enquiries, changes to payment methods, renewals (including Autorenewal) of Volkswagen Roadside Assistance and cancellations (including refunds of premium on behalf of the insurer(s)).
- Making changes to breakdown cover: If during your Volkswagen Roadside Assistance you wish to change the type or level of cover AAIS will provide you with information to help you make your choice and will arrange any changes with the insurer(s), including dealing with any additional payments and issue any relevant Volkswagen Roadside Assistance documentation and card(s).
- If, during the currency of your Volkswagen Roadside Assistance, the relevant insurer wishes to alter the Terms & Conditions of Volkswagen Roadside Assistance, AAIS will provide you with the relevant information. AAIS will, for compliance purposes, keep a copy of the policy that was issued to you. Communication by AAIS concerning any policy issued will be in English.

4. What will you have to pay for services provided by AAIS?

AAIS may charge a cancellation fee of £20 where Volkswagen Roadside Assistance is cancelled during the ‘cooling off’ period. If you are due a refund of premium following cancellation or another transaction, AAIS will be entitled to deduct any fee, charges or other sums you owe in respect of your Volkswagen Roadside Assistance before making any such refund.

5. Changes to Terms & Conditions

AAIS is entitled to change any of these Terms and Conditions at renewal. AAIS also reserves the right to make changes to these Terms & Conditions during the period of cover, on the giving of at least two weeks’ notice, where this is necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

6. Matters outside AAIS's reasonable control

AAIS shall not be liable for service failures where it is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside AAIS's reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default or suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

7. Exclusion of liability for loss of profit etc

AAIS shall not, in any event, and to the extent permitted by law, have any responsibility for

a) any increased costs or expenses; or

b) any loss of (i) profit; (ii) business; (iii) contracts ; (iv) revenue; (v) anticipated savings; or

(c) 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), from breach of contract or otherwise.

For the avoidance of doubt, nothing in this clause or these Terms & Conditions shall exclude or restrict the AAIS's liability for negligence resulting in death or personal injury.

8. Third parties

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

9. Interpretation: use of English law & language

This contract is written in English and is governed by, and should be interpreted under, the laws of England and Wales.

10. What to do if you have a complaint?

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 Volkswagen Roadside Assistance service.

There are several ways You can contact us:

Phone: 0844 209 0556

Email: vwgcustomercareoperations@theAA.com

Post: Volkswagen Roadside Assistance Customer Care, The Automobile Association, Lambert House, Stockport Road, Cheadle Cheshire SK8 2DY

If You are refused service by us, either in whole or in part, You have the right to request 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 attempting 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.

If, in regard to Relay Plus or European Breakdown Cover complaints only, You are still not satisfied, You may be able to refer the complaint to the Financial Ombudsman at Insurance Division Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800 or e-mail: enquiries@financialombudsman.org.uk

11. Is AAIS covered by the Financial Services Compensation Scheme (FSCS)?

The activities of AAIS in arranging Volkswagen Roadside Assistance are covered by the FSCS. You may be entitled to compensation from the scheme if AAIS cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.

12. Use of headings

The headings used above are for convenience only and shall not affect the interpretation of its contents.