

Silver Account

# AA Breakdown Cover.

A handy guide for your glove box.

# Your new AA Breakdown Policy.

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**Congratulations — you've now got AA Breakdown Cover. That means if you break down you can call on the UK's number one breakdown provider 24 hours a day.**

You'll find everything you need to know about your policy in these pages, from what to do in an emergency to the terms and conditions of your cover.

This booklet is your policy document and proof of cover, so keep it somewhere safe (like your glove box) in case you need to refer to it again. You can also download the latest version at [bankofscotland.co.uk/silver](http://bankofscotland.co.uk/silver)

If you have a joint Silver Account, this cover and these terms and conditions apply to both parties named on the account.

## **Upgrading your cover.**

You've already got Roadside Assistance and the AA Accident Management service, but if you want to add other AA cover like Relay, Stay Mobile or Home Start you can. For details and prices just call 0800 197 92 14 or talk to Silver Membership Services on 08456 02 02 01.

Please refer to the back cover for contact details.

## **Contents.**

AA Breakdown Cover	3
Summary of Cover	4
Your AA Breakdown Cover policy	6
<ul style="list-style-type: none"><li>• Definition of words and phrases used in this policy</li><li>• Your cover at a glance</li><li>• Vehicle specifications</li><li>• Roadside Assistance</li></ul>	
General Terms and Conditions – AA Breakdown Cover	7
AA Accident Management Service	11
AA Accident Management Service – General Terms and Conditions	11

### **Top Tip.**

Terms and conditions for your Silver Account can also be found online at [bankofscotland.co.uk/silver](https://www.bankofscotland.co.uk/silver)

# Welcome to AA Breakdown Cover.

You are now covered by AA Breakdown Cover (Roadside Assistance) as part of your Silver Current Account with Bank of Scotland. This means that if you break down, you can call on the UK's number one breakdown organisation and recovery service – 24 hours a day, every day of the year.

This Policy Booklet contains full details of the service, including what is covered and what's not. Please read it through so you know exactly what you're covered for. Then keep it somewhere safe, such as in your car.

Your AA Breakdown Cover runs concurrently with your Silver Current Account so you'll be covered as long as you keep it open. You're welcome to buy upgrades to your Silver AA Breakdown Cover by the year, as it suits you.

## What to do if you need help.

If you break down on the road, call the AA direct on 0800 980 57 92.

SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation by sending an SMS to 07900 444 999.

You will be asked for your Silver membership number (that's your branch sort code and your Silver Current Account number). Also, please remember to carry your Silver debit card with you as the patrol may ask to see it. If you have an accident, call AA Accident Management on 0800 294 97 66.

If you have any questions about your breakdown cover or want to upgrade your cover, call Silver Membership Services on 08456 02 02 01 or the AA on 0800 197 92 14.

Please remember to give your Silver membership number whenever you call.

## AA Breakdown Cover Upgrade Prices – Silver customers.

Information on all the current upgrade prices is included in the following table, which is correct at time of going to print (please note prices are subject to change).

Roadside Single	N/A
Joint*	N/A
Relay Single	£56.50
Joint*	£58.00
Stay Mobile Single	£42.50
Joint*	£45.00
Home Start Single	£54.50
Joint*	£58.50
Breakdown Repair Cover per eligible vehicle from	£75.50
European Breakdown Cover – one day prices start from	£11.65 <sup>†</sup>

To upgrade your cover, please call Silver Membership Services on 08456 02 02 01, or the AA on 0800 197 92 14.

\*Joint cover is only available to joint account customers.

<sup>†</sup>For a vehicle less than six years old and for customers living in the UK.

# AA Breakdown Cover and Accident Management Cover Policy Summary.

## **Demands and needs statement.**

This AA Breakdown Cover policy has been provided to you in order to meet your breakdown needs.

## **Summary of Cover.**

This policy summary provides you with basic details of your AA Breakdown Cover and Accident Management Cover which provides assistance in connection with your Bank of Scotland Silver Account. The AA Breakdown Cover detailed here is available in the United Kingdom, the Channel Islands and the Isle of Man and is provided by the Automobile Association Limited (the 'AA') unless otherwise stated. Please note that while most of the Terms and Conditions relating to AA Breakdown Cover apply to all Channel Islands and Isle of Man customers, there are some variations depending on the type of cover you have purchased.

Please note this is not a statement of the full Terms and Conditions, which can be found in the 'AA Breakdown Cover Policy' section of this booklet, and which should be read in conjunction with this summary. Your cover runs concurrently with, subject always to the terms of, your Bank of Scotland Silver Account. If your Bank of Scotland Silver Account is terminated your rights to service from the AA also cease immediately.

## **1. What are the main features/benefits of AA Breakdown Cover and Accident Management Cover?**

- Roadside Assistance – Assistance at the roadside if you are broken down more than a quarter of a mile from home. Tow to the AA's choice of relevant local repairer for you, your vehicle and up to seven passengers if the AA is unable to fix your vehicle at the roadside.
- Accident Management (Underwritten by Acromas Insurance Company Limited) – Assists in arranging the repair, recovery and claim processing for vehicles following an accident or vandalism where you are claiming under your motor insurance.

## **2. Are there any significant exclusions or limitations to my AA Breakdown Cover and Accident Management Cover?**

Full details of the restrictions which apply to AA Breakdown Cover can be found further on in this booklet, however the key restrictions are:

### **Where cover is available.**

- Service is only available within the UK, the Channel Islands and Isle of Man.

### **Vehicle specifications (see page 6).**

- Service is only available to customers travelling in a car, van, minibus or motorcycle which complies with the stated max weight restriction of 3.5 tonnes and maximum width restriction of 7ft 6in (2.3m).

## **General Terms and Conditions (see pages 7 - 12).**

- Assistance is not available following a breakdown or accident attended by the police or other emergency service, until the vehicle's removal is authorised. If the police insist on recovery by a third party, the cost must be met by you.
- No recovery (including a local tow) is available following an accident.
- Transport of any animal is discretionary, and horses and livestock will not be recovered.
- Routine maintenance, running repairs, the cost of spare parts, fuel, oil, keys, specialist lifting equipment, garage or other labour required to repair your vehicle are excluded as is the provision of service on private property without the relevant permission.
- Service is discretionary where it is requested to deal with the same or a similar fault or cause of breakdown to that attended in regard to the same vehicle within the preceding 28 days.
- The customer must be with the vehicle at the times of breakdown and assistance. A valid Bank of Scotland Silver debit card and some other form of identification must be produced. Service will be refused and may be cancelled if anyone behaves in an abusive or threatening manner, or if the AA is owed money.

### **Replacement vehicle.**

- Any car hire that may be arranged for a customer will be subject to the hirer's Terms and Conditions.

### Service control (see page 10).

- Please note that further premiums may be requested if the maximum number of call-outs is exceeded.

Full details of the restrictions which apply to AA Accident Management can be found within the Terms and Conditions booklet, however the key restrictions are:

- Vehicle must be less than five years old.
- A fully comprehensive motor insurance policy must be held.

If the above criteria is not met, Accident Management can offer assistance and advice based on your circumstances.

### 3. What if I want to cancel my AA Breakdown Cover/Accident Management Cover?

You have the right to cancel your AA Breakdown Cover but please note that as this cover has been provided as an integral part of your Bank of Scotland Silver Account no refund is available. Cancellation/closure of your Bank of Scotland Silver Account will mean that your rights to service from the AA will cease immediately.

### 4. What if I need to make a call-out?

If you require Breakdown Assistance in the UK, call: **0800 980 57 92**.

For Accident Management, call: **0800 294 97 66**.

Customers calling from the Isle of Man may need to add a '19' prefix. Similarly customers calling from the Channel Islands may need to remove the '0' from the beginning. You will need to quote your Silver sort code and account number as well as your vehicle registration and details of the breakdown.

**SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation by sending an SMS to 07900 444 999.**

### 5. What if I need to make a complaint about AA Breakdown Cover/Accident Management?

If you wish to register a complaint, please make contact:

By phone: **0844 209 0556**.

In writing: **Customer Care, AA, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY.**

By email: **customersupport@theAA.com**

If your complaint is about cover underwritten by Acromas Insurance Company Limited and it is not settled, you may be entitled to refer it to the Financial Ombudsman Service at Insurance Division Financial Ombudsman Service, South Quay Plaza, 183 Marsh Lane, London E14 9SR. Telephone: 0845 080 1800 or email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

### 6. Is AA Breakdown Cover covered by the Financial Services Compensation Scheme (FSCS)?

Acromas Insurance Company Limited (AICL), only, is covered by the FSCS. You may be entitled to compensation from the scheme if AICL cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone **020 7892 7300**.

# AA Breakdown Cover and Accident Management Cover Terms and Conditions.

## Definition of words and phrases used in this policy.

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

**'AA'** means the relevant insurer of the breakdown cover being The Automobile Association Limited for Roadside Assistance and Acromas Insurance Company Limited for Accident Management or either or both of those insurer(s), as the context requires or allows.

**'Breakdown'** means an event –

- (a) which causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily brings the vehicle to a halt on a journey because of some malfunction of the vehicle or failure of it to function, and
- (b) after which the journey cannot reasonably be commenced or continued in the relevant vehicle;

provided always that any part or other failure shall not be considered to be a breakdown unless it results in the vehicle not working as a whole.

**'Customer'** means the person to whom the breakdown cover documentation is addressed and who has been given cover.

**Please note:** Any contract for Breakdown Cover is between the person to whom the cover documentation is addressed and who has purchased or been given cover and the AA and not, between the AA and any person nominated as a Joint customer.

**'The Bank of Scotland Policy'** means the customer's Bank of Scotland Silver AA Roadside Assistance policy.

**'Resident Island'** means whichever of the Channel Islands or Isle of Man is the island on which the customer permanently resides.

**'Customer's Home Address'** means the address which the AA has recorded as the home address of the customer at the time of the relevant breakdown or accident.

**'You', 'Your'** means the customer and/or if the context requires, any Joint account holder who has been nominated by the customer.

**'Your Vehicle'** means the vehicle which the customer or any Joint account holder is travelling in at the time of the relevant breakdown or accident provided always that any such vehicle meets the vehicle specifications set out opposite.

## Your AA Breakdown Cover policy.

Your AA Breakdown Cover includes:

- breakdowns more than a quarter of a mile from Your Home Address
- recovery for You and Your Vehicle to the nearest garage or other local destination of Your choice provided it is no further
- cover for You in any Vehicle (within the specified limits), as driver or passenger
- if You have a joint Silver Account, both You and the person You hold Your account with are covered as a driver or passenger in any Vehicle

- AA Accident Management – a service that helps You deal with the inconvenience that can follow any accident or act of vandalism.

## Vehicle specifications.

Breakdown Assistance is only available for cars, vans, minibuses or motorcycles which meet the specifications set out below. Please note that 'car, van, minibus or motorcycle' does not include, amongst other things, electric pavement vehicles, electrical wheelchairs, bicycles (including electric bicycles), any Vehicle which cannot lawfully be used on the public highway and/or any non-motorised vehicle.

- Maximum Vehicle Weight: 3.5 tonnes (3,500kg) gross vehicle weight.
- Maximum Vehicle Width: 7ft 6in (2.3m).

Assistance will also be provided for a caravan or trailer which was on tow at the time of the Breakdown, provided that it falls within the above limits.

## Service Descriptions – What is covered and what is not covered. Roadside Assistance.

Provided by The Automobile Association Limited.

**What is covered for UK customers.**

- Roadside Assistance is available if Your Vehicle is stranded on the highway more than a quarter of a mile from the Customer's Home Address following a Breakdown or accident.

- If, following a Breakdown, a Patrol or appointed agent cannot fix Your Vehicle within a reasonable time, it, together with the driver and up to a maximum of seven passengers, will be taken to the AA's choice of relevant local repairer or to a local destination of Your choice, provided it is no further.
- The AA will make a telephone call at Your request following a Breakdown.
- Please note that any contract for repair, other than repairs carried out by the AA or its agent at the roadside under Your AA Breakdown Cover, is between the person requesting the repair and the repairer – it is not the AA's responsibility to instruct the repairer to undertake any work required or to pay them for it. The AA does not guarantee that any recovery to a relevant local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst the AA will endeavour to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed and 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 covered for Channel Island and Isle of Man customers.

- Roadside Assistance is available to You in the UK and on Your Resident Island (for Channel Island residents this will include both Jersey and Guernsey) if Your Vehicle is stranded on the highway more than a quarter of a mile from the Customer's Home Address following a Breakdown or accident;
- If, following a Breakdown, a Patrol or appointed agent cannot fix Your Vehicle within a reasonable time, it, together with the driver and up to a maximum of seven passengers, will;
  - (a) following a Breakdown in the UK or, for Channel Island residents only, in whichever of Jersey or Guernsey is not Your Resident Island, be taken to the AA's choice of relevant local repairer or, alternatively, to a local destination of Your choice, provided it is no further, and
  - (b) following a Breakdown on Your Resident Island, be taken together with the driver and up to a maximum of seven passengers (see General Terms and Conditions, clause 1g) to a single destination of Your choice on the Customer's Resident Island. If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation.
- The AA will make a telephone call at Your request following a Breakdown.
- Please note that any contract for repair, other than repairs carried out by the AA or its agent at the roadside under Your AA Breakdown Cover, is between the person requesting the repair and the repairer – it is not the AA's responsibility to instruct the repairer to undertake any work required or to pay them for it. The AA does not guarantee that any recovery to a relevant local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst the AA will endeavour to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed and 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.

- The cost of spare parts, petrol, oil, keys or other materials required to repair Your Vehicle or any supplier delivery or call-out charges related to these items.
- The cost of any labour, other than that provided by the AA or its agents under Your AA cover at the scene of the Breakdown or accident.
- Any additional transport or other costs that You might incur or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany Your Vehicle while it is being recovered.
- Routine maintenance and running repairs, for example, radios, interior light bulbs, heated rear windows.

- Any recovery or tow following an accident (see General Terms and Conditions, clause 2, page 8).
- Assistance following a Breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the Vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by You.
- A second or subsequent recovery, after Your Vehicle has been recovered following a Breakdown.
- All things excluded under General Terms and Conditions (see pages 7 - 11).

## General Terms and Conditions – AA Breakdown Cover.

### General exclusions.

1. AA Breakdown Cover does not provide for:
  - a. **Any vehicle servicing or re-assembly.**  
For example, where this is required as a result of neglect or unsuccessful work on the Vehicle (including, but not limited to, DIY vehicle maintenance), other than that on the part of the AA or its agents;
  - b. **Garage labour costs.**  
The cost of garage or other labour required to repair Your Vehicle, other than that provided by the AA or its agents at the scene of the Breakdown or accident;
  - c. **Fuel draining.**  
Any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. The AA will arrange for Your Vehicle, the driver and up to seven passengers to be taken to the AA's choice of relevant local repairer or another location of Your choice, provided no further, but You will have to pay for any work required;

d. **Failure to carry a serviceable spare.**

Any additional charges resulting from Your failure to carry a legal and serviceable spare wheel or tyre, except where this is not provided as manufacturers' standard equipment. The AA will endeavour to arrange on Your behalf, but will not pay for, assistance from a third party;

e. **Vehicle storage.**

Having Your Vehicle stored or guarded in Your absence;

f. **Vehicles on private property.**

The provision of service when Your Vehicle is on private property, for example, garage premises, unless You can establish that You have the permission of the owner or occupier;

g. **Excess passenger loads.**

The provision of service to or for any persons in excess of the number of seats fitted in the Vehicle at the time of Breakdown, or to anyone who was not travelling in the relevant 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;

h. **Ferry, toll charges etc.**

Any ferry, toll or congestion charges incurred in connection with Your Vehicle as a result of it being recovered;

i. **Recovering vehicles from trade or auction.**

The recovery of any Vehicles bearing trade plates or which the AA has reason to believe have just been imported or purchased at auction;

j. **Transporting from trade premises.**

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;

k. **Locksmiths, tyre, glass or bodywork specialists costs.**

The cost (including any call-out charge) of any locksmith, glass or tyre specialist, should the AA consider this to be required. The AA will endeavour to arrange this help on Your behalf, however it will not pay for these specialist services and any contract for services provided will be between You and the relevant specialist. If, in the AA's reasonable opinion, Your Vehicle requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by AA patrols is required, the AA will arrange the recovery but at Your cost. If use of a locksmith or other specialist would, in the AA's opinion, mobilise the Vehicle, no further service will be available for the Breakdown in question;

l. **Specialist lifting equipment.**

The cost of any specialist lifting equipment (not normally carried by AA Patrols), if this is, in the view of the AA, required to provide assistance, for example, when a Vehicle has left the highway, is standing on soft ground or is stuck in snow or floodwater. In these instances, the AA will arrange recovery but at Your cost. Once the Vehicle has been recovered to a suitable location, normal AA service will be provided;

m. **Transporting animals.**

The transportation or arrangement of the transportation of any animal (guide dogs or hearing dogs will be transported together with their owner, unless this is not possible for health and/or safety reasons). The AA will not recover horses or livestock. If the AA does, at its absolute discretion, agree to transport an animal, then this will be at Your own risk. It is Your responsibility to secure any animal being transported or to make alternative arrangements for its transportation;

n. **Participation in sporting events.**

Assistance for Vehicles broken down as a result of taking part in any 'Motor Sport Event', including, without limitation, racing, rallying, trials or time-trials or auto test. However, for the avoidance of doubt, the AA does not consider "Concours d'elegance" events, track test days for road-legal Vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be Motor Sports Events.

2. AA Breakdown Cover does not provide for any Vehicle recovery following an accident. The AA may, if You request, be prepared to provide recovery following an accident but, if so, You will be responsible for paying the AA's charges for this assistance (including, but not limited to, any charges relating to any specialist equipment used). If following an accident, You require one of the Stay Mobile services (and You have Stay Mobile), the AA may, again, be prepared to arrange this for You but will not be responsible for any costs involved. You must pay, on request, any applicable charges. You must give the AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause. Please note that, following an accident, or otherwise, it is and remains Your responsibility to ensure that You properly comply with any requirements of Your motor insurer in making a claim under Your motor insurance policy.

**General rights to refuse service.**

Please note: if a Customer is refused service by the AA the Customer has the right to an explanation in writing (see 'Compliments and complaints' page 12 for Customer Care contact details).

3. The AA reserves the right to refuse to provide or arrange Breakdown assistance under the following circumstances:

a. **Repeat breakdowns within 28 days.**

Where service is requested to deal with the same or similar cause of Breakdown to that which the AA attended within the preceding 28 days. It is Your responsibility to make sure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. Nothing in this provision shall affect any rights You may have in relation to any negligence or breach of contract or breach of any other legal duty on the part of the AA or its agents;

b. **Unattended vehicles.**

You are not with Your Vehicle at the time of the Breakdown and You are unable to be present at the time assistance arrives;

c. **Unsafe or unroadworthy vehicles.**

Where in the AA's reasonable opinion, Your Vehicle was, immediately before the relevant Breakdown or accident, dangerous, overloaded, unroadworthy or otherwise unlawful to use on a public road;

d. **Assisting where unsafe or unlawful activities.**

In the AA's reasonable opinion, and other than solely as a result of a failure on the part of the AA, the giving of service would involve any breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of the AA's health and safety duties);

e. **Delay in reporting.**

In the AA's reasonable opinion, there has been an unreasonable delay in reporting the Breakdown;

f. **Cannot verify cover.**

Where You cannot produce a valid Bank of Scotland Silver debit card (or appropriate receipt) and some other form of identification. If these cannot be produced, and the AA is unable to verify that the appropriate Breakdown cover entitlement is held, the AA reserves the right to refuse service. However if You are unable to prove entitlement to service or You are aware that You do not hold entitlement to an AA service, the AA may, at its discretion, offer service on the immediate payment (by credit or debit card) of the usual premium for the relevant cover required, plus a supplementary premium for joining while already requiring assistance. The premium paid will be fully refunded if it can be established to the AA's reasonable satisfaction that the relevant level of service entitlement was held at the time of the Breakdown. Any services provided under Stay Mobile must be paid for in advance by You and will be fully refunded if it can be established to the AA's reasonable satisfaction that entitlement to Stay Mobile was held at the time of the Breakdown. Without prejudice to Your statutory rights, no refunds will be given if entitlement to cover cannot be proved, or simply because Your Vehicle cannot be fixed at the roadside;

g. **Unreasonable behaviour.**

Where the AA reasonably considers that You:

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

**Additional services.**

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

**Use of agents.**

5. Service from dedicated AA Patrols is subject to availability and may be supplemented by use of appropriate agents. The AA will only accept responsibility for the actions of an agent where the agent is acting on the AA's instruction.

**Requests for assistance.**

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

**Emergency nature of breakdown service.**

7. AA 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 a Vehicle after a Breakdown or an emergency repair. In addition, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the Vehicle concerned.

**Cancellation of Cover.**

8. The Customer has the right to cancel their AA Breakdown Cover but please note that as this cover has been provided as an integral part of their Bank of Scotland Silver Account no refund is available. Cancellation/closure of Your Bank of Scotland Silver Account will mean that Your rights to service from the AA will cease immediately.

The AA shall have the right to cancel any cover if:

9. a. the AA has been entitled to refuse service under clause 3g, page 9;
- b. the maximum number of call-outs, as set out in the AA's Service Control policy on page 10, has been reached or exceeded in any two consecutive subscription years.

10. In the event that the AA is no longer Bank of Scotland's chosen Breakdown assistance cover provider or Breakdown assistance cover is no longer provided with Your Bank of Scotland Silver Account, Your Breakdown cover with The Automobile Association Limited (and, where applicable, Acromas Insurance Company Limited) will expire in accordance with the Terms and Conditions of Your Bank of Scotland Silver Account and we shall have no further obligation to provide You with Breakdown assistance services.

#### **Changes to Terms and Conditions.**

11. Bank of Scotland and/or the AA is entitled to change any of the Terms and Conditions of cover during the subscription year, on the giving of reasonable notice, where it reasonably considers this necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

#### **Matters outside the AA's reasonable control.**

12. While the AA seeks to meet the service needs of Customers at all times, its 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 its reasonable control. Events which might constitute circumstances outside the AA'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 of suppliers or subcontractors, theft, malicious damage, strike, lock out or industrial action of any kind.

#### **Exclusion of liability for loss of profit etc.**

13. The AA 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; or
    - (ii) business; or
    - (iii) contracts; or
    - (iv) revenue; or
    - (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 and Conditions shall exclude or restrict the AA's liability for negligence resulting in death or personal injury.

#### **Enforcement of Terms and Conditions.**

14. Failure to enforce or non-reliance on any of these Terms and Conditions by the AA will not prevent the AA from subsequently relying on or enforcing them.
15. None of the Terms and Conditions, or benefits, of AA Breakdown Cover 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.
16. You will not become members of the AA by virtue of only being entitled to any benefits. The AA and the bank may from time to time agree that specified customers may be entitled to certain offers available to AA Members.

#### **Use of headings.**

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

#### **Interpretation: use of English law and language.**

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

### **Service Control – Call-Out Limits.**

#### **Important: Please read the following information carefully.**

Outlined below are the call-out limits that apply to AA Breakdown Cover within each subscription year. Service Control is designed to keep cover affordable by making sure that high use by a minority of Customers is avoided. This policy applies to all persons requesting AA Breakdown Assistance (excluding Accident Management) under a Silver Account.

#### **Further premiums during a 12 month reference period.**

The AA has limits on the number of call-outs that can be made in any 12 month period starting from the date You open Your Bank of Scotland Silver Account and, thereafter, from each subsequent anniversary of that date (the '12 month reference period'). If the relevant call-out limits are reached, the AA will be entitled to charge an additional premium upon each subsequent call-out to continue Your AA Breakdown Cover. The AA will also be entitled to restrict the level of breakdown service(s) available to You during the remainder of that subscription year.

Further the AA will have the right to refuse service once You have exceeded the relevant call-out limit in two consecutive 12 month periods (see section 9b of the General Terms and Conditions).

#### Service limit for Silver Customers in first year of cover:

- Single cover – maximum of five call-outs.
- Joint cover – maximum of seven call-outs.

#### Service Limit for Silver Customers from second year of cover onwards:

- Single cover – maximum of seven call-outs
- Joint cover – maximum of nine call-outs
- Any call-outs made by either party to a Joint account will be counted when calculating whether the service limit has been reached on any Silver Account.

## AA Accident Management Service.

### Underwritten by Acromas Insurance Company Limited.

#### What is included.

- Accident Management Service is a 24 hour helpline for You to call in the event of a motor road traffic accident, or act of vandalism, however minor, provided You're claiming on Your fully comprehensive motor insurance. If Your road traffic accident happens during normal office hours (Monday - Friday 8am to 6pm) a Personal Incident Manager is available to help You through Your motor insurance claim process.

#### This includes:

- arranging for Your Vehicle, provided it is less than five years old, to be repaired by an AA Accident Management approved repairer
- facilitating the provision of a replacement vehicle
- providing assistance with any associated correspondence. If Your motor road traffic accident happens outside of normal office hours, the AA can arrange recovery of Your Vehicle to a safe location until it can be delivered to a repairer. Where the damage to Your Vehicle is restricted to windscreen damage, Accident Management can provide You with the telephone number of a windscreen supplier. Accident Management Service applies to motor road traffic accidents which occur in the UK only.

#### What is not included.

- Assistance in relation to motor road traffic accidents which occur outside the UK.
- The cost of any recovery either in or out of normal office hours following a road traffic accident (any recovery will be at Your expense although the cost of this may be recovered under the terms of Your motor insurance policy).
- Any costs associated with the repair of Your Vehicle, which are subject to the terms and conditions of Your motor insurance policy.
- The provision of any courtesy car unless agreed to by an approved repairer, at their sole discretion. If a courtesy car is provided, the driver will be responsible for meeting the cost of insuring it.
- Any assistance where the Vehicle has suffered only mechanical Breakdown, component failure or vandalism damage.
- Any assistance in relation to personal injuries resulting from a motor road traffic accident. In particular, Accident Management will not pay for, or arrange, any hospital treatment.

#### Please Note:

To qualify for Accident Management Service You will need to:

- agree to have Your Vehicle repaired within the AA Accident Management approved repairer network
- tell us Your Silver Account number and sort code so that the AA can identify You
- contact us to obtain all necessary authorisations before any work is started
- make a claim through Your insurers – if You are claiming directly from a third party the AA cannot provide assistance.

## AA Accident Management Service – General Terms and Conditions.

1. The Accident Management Service's Personal Incident Managers only operate during normal working hours (Monday to Friday 8am to 6pm), although, messages can be left at any time. If You have a motor road traffic accident out of working hours and Your Vehicle is mobile, You should call the Accident Management helpline and leave Your contact details on the voicemail. A Personal Incident Manager will then contact You during normal working hours. If You have a motor road traffic accident out of office hours and Your Vehicle is immobile, You should contact the Accident Management helpline and they can arrange to have Your Vehicle recovered to a place of safety overnight. The Accident Management helpline will also arrange for a Personal Incident Manager to contact You during normal working hours.
2. The use by You of any of the other AA services (for example Roadside Assistance, Home Start, Relay) is subject to the relevant terms and conditions.
3. The AA reserves the right to withhold or withdraw the Accident Management Service at any time if any repairs are begun before the work is authorised through the Accident Management Service.
4. The Accident Management Service is not available for use by, or for, any third parties involved in a road traffic accident (regardless of fault) with You.
5. Whilst the Accident Management Service can make all the necessary arrangements for the repair of Your Vehicle damaged as a result of a road traffic accident, the AA and Bank of Scotland give no guarantee or warranty as to the standard or quality of any such repair work performed or any replacement components fitted to Your Vehicle. The contract for repair will be between You (or, if appropriate, Your insurer) and the relevant repairer. Under no circumstances will the AA or Bank of Scotland be held responsible for replacement components fitted by a vehicle repairer as a result of, or in connection with, the provision of the Accident Management Service.

6. It is Your responsibility (or, if appropriate, Your insurer's responsibility) to pay for the recovery costs and the cost of all Vehicle repairs (both labour and parts) performed on Your Vehicle following a motor road traffic accident. Neither the AA nor Bank of Scotland will be responsible for any failure to pay the repairer for any work undertaken.
7. You (or, if appropriate, Your insurer) will be charged the current market price for any additional services You require (for example technical inspections, damage reports or Vehicle delivery) which are arranged in connection with repairs which have been organised through the Accident Management Service.
8. Sections 1n, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of General Terms and Conditions – UK Breakdown Cover shall apply to this cover and any reference therein to Breakdown or Breakdown assistance or service shall be taken, as appropriate, to refer to accident or act of vandalism and/or to Accident Management.

## Compliments and Complaints.

If You wish to register a compliment or complaint about the services You have received from AAIS, please contact:

By phone: **0844 209 05 56**

In writing: **Customer Care, AA, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY.**

By email: **customersupport@theAA.com**

It is the AA's policy to acknowledge any complaint within five working days. The AA will advise You of who is dealing with Your concerns and, where possible, provide a response. If, in regard to a complaint about Accident Management, You are still not satisfied after You have received a full response, or after eight weeks have passed, You can contact the Financial Ombudsman at Insurance Division Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800 or email: **enquiries@financialombudsman.org.uk**

## Financial Services Compensation Scheme (FSCS).

Acromas Insurance Company Limited (AICL), only, is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if AICL 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 **020 7892 7300**.

## 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.

**Acromas Insurance Company Limited** is authorised and regulated by the Commissioner of Insurance, Financial Services Commission, Gibraltar, and regulated by the Financial Services Authority, United Kingdom. Acromas Insurance Company Limited is a member of the Association of British Insurers. Acromas Insurance Company Limited, 57 - 63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). UK branch address: Acromas Insurance Company Limited, Enbrook Park, Folkestone, Kent CT20 3SE.

**Automobile Association Insurance Services Limited** is authorised and regulated by the Financial Services Authority (FSA). Registered Office: Fanum House, Basingstoke, Hampshire RG21 4EA. Registered in England and Wales number 2414212.





# How to contact the AA.

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- If you break down, call the AA on 0800 980 57 92.
- If you have an accident, call AA Accident Management on 0800 294 97 66.
- SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation by sending an SMS to 07900 444 999.

## You'll need:

- To tell us you're a Bank of Scotland Silver Account holder when you contact us.
- Your Silver Account Membership number, which is your Silver Account sort code and account number.
- Your Bank of Scotland Silver Visa debit card, to show you're an account holder.

Please contact any of our branches if you'd like this in Braille, large print or on audio.

If you have a hearing or speech impairment and would prefer to use a Textphone, please feel free to contact us on 08457 32 34 36 or via RNID Ttypetalk.

## Important information.

For more information visit us at: [bankofscotland.co.uk](http://bankofscotland.co.uk)

We may monitor or record calls to make sure we have carried out your instructions correctly and to help improve the quality of our service.

Bank of Scotland plc. Registered in Scotland no. SC327000. Registered office: The Mound, Edinburgh EH1 1YZ.

Authorised and regulated by the Financial Services Authority except for lending for which we are licensed by the Office of Fair Trading. We subscribe to the Lending Code; details can be obtained from [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

We are covered by the Financial Services Compensation Scheme and the Financial Ombudsman Service.

This information is correct as at July 2011.