

MG UK ASSISTANCE

Useful Contact Information

Simply dial the number for the service you require.

UK Breakdown Assistance: 0800 072 3338

MG Assistance The AA, Swallowfield One, Wolverhampton Road, West Midlands, B69 2AG. www.theAA.com

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

Information is available in large print, audio and Braille on request. Please call 0800 262 050 for details. Deaf, hard of hearing or speech-impaired customers who have a textphone can call 0800 32 82 810.

Who Provides Your Cover?

MG Assistance is provided by various member companies of the AA group of companies.

Roadside, Home Start and Relay are provided by Automobile Association Developments Limited (trading as AA Breakdown Services), which 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, RG21 4EA. Registered in England and Wales Number: 01878835.

What to do if You Have Broken Down

Where Cover is Available

MG Assistance detailed in this document only applies when the Eligible Vehicle first becomes stranded in the United Kingdom.

How to Contact Us

If the Eligible Vehicle has broken down and requires assistance, please contact the AA on the telephone number provided. It is important that You contact the AA because if You contact a garage direct You will have to settle the bill and the AA will not be obliged to reimburse You.

How We Will Identify that You are Entitled to Assistance

The AA is entitled to assume that anyone driving or travelling in the Eligible Vehicle is authorised by You to request assistance for that vehicle.

Please also note that You should advise the AA immediately of any changes to contact name and address. Please refer to General Terms and Conditions, clause 9.

Eligible Vehicle

Means any MG vehicle first registered in the UK and which is a New Eligible Vehicle, provided that each Eligible Vehicle conforms to the following specifications:

- Weight not exceeding 3500 kg;
- Length not exceeding 6.4m;
- Width not exceeding 2.3m.

Compliments and Complaints

We aim to provide you with a high level of service at all time. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

By phone: 0845 607 6727

In writing: MG Assistance, AA, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY

By e-mail: DriverSupport@theAA.com

Text Relay is available for deaf, hard of hearing or speech impaired customers.

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.

There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 123 9 123

Website: www.financial-ombudsman.org.uk

E-mail: complaint.info@financial-ombudsman.org.uk

Post: Insurance Division, Financial Ombudsman Service South Quay Plaza, 183 Marsh Wall London E14 9SR

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 MG Assistance being Automobile Association Developments Limited (trading as AA Breakdown Services) for Roadside Assistance, Relay and Home Start.

'Eligible Vehicle' Means any new MG vehicle first registered in the UK and owned by You which is entitled to receive MG Assistance;

Provided that each Eligible Vehicle conforms to the specifications detailed.

'Driver' means the Driver of the Eligible Vehicle at the time of the breakdown or accident.

'Home Address' means the address which the AA has recorded as the registered address of the vehicle at the time of the relevant breakdown or accident.

'MG Service Partner' means an MG authorised repairer or an MG approved dealer that is able to carry out repairs to Eligible Vehicles.

'Our' **'We'** and **'Us'** means any or all members of the AA group of companies including Automobile Association Developments Limited (trading as AA Breakdown Services) or the relevant AA group company who provides or procures the provision of MG Assistance cover or the relevant part thereof and as applicable shall include Our agents or subcontractors acting on Our instructions.

'MG Assistance' means the MG vehicle breakdown and recovery cover for Eligible Vehicles described in and pursuant to these terms and conditions. "NVF" means a non vehicle fault which is not covered under the terms of MG Assistance

'Vehicle Restrictions' means in relation to MG Assistance the Vehicle Restrictions set out below.

'You' and **'Yours'** means the individual, company or other organisation that has purchased MG Assistance and, if the context requires, includes reference to the Driver driving the Eligible Vehicle with Your consent.

'Your Cover' means the cover and services provided to You under this MG Assistance policy for Eligible Vehicles, as described in and pursuant to these Terms and Conditions.

Breakdown Cover – what's available

This section details the different kinds of cover that are available under MG Assistance.

SERVICES AVAILABLE

The AA offers a number of breakdown assistance services which form MG Assistance:

Roadside Assistance – this is the minimum level of cover and provides roadside assistance throughout the UK, 24 hours a day, every day of the year. The AA's number one aim is to fix Your vehicle, but if it cannot be fixed it will be taken to the nearest MG Service Partner.

Home Start – provides all the benefits of Roadside Assistance at the vehicle's registered address.

Relay – recovery to a UK mainland destination of Your choice if the AA is unable to fix Your vehicle at the roadside or arrange a prompt local repair. This means You can choose to be taken home, to Your destination or MG Service Partner on the UK mainland, regardless of how far this may be.

DURATION OF COVER

MG Assistance runs from date of registration for 12 months.

VEHICLE SPECIFICATIONS

MG Assistance is only available for MG vehicles that meet the specifications set out below:

Maximum Vehicle Weight: 3.5 tonnes (3,500kg) gross vehicle weight

Maximum Vehicle Width: 7ft 6in (2.3m)

Maximum Vehicle Length: 21ft (6.4m)

Assistance will also be provided for a caravan or trailer which was on tow at the time of the breakdown, provided that the combined dimensions of the Eligible Vehicle and the caravan or trailer are within the dimensions set out above.

TRANSPORTATION OF ANIMALS

Please note that horses or livestock will not be recovered and the recovery of any animal is at the AA's discretion. See General Terms and Conditions, clause 1m, page 10. **Breakdown Cover – what's available**

Service Descriptions

ROADSIDE ASSISTANCE

Provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

What is Covered

- Roadside Assistance is available if the Eligible Vehicle is stranded on the highway more than a quarter of a mile from the Home Address following a breakdown or accident;
- If, following a breakdown, a patrol or appointed agent cannot fix the Eligible Vehicle within a reasonable time, it will be taken to a MG Service Partner 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 MG Assistance, 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 MG Service Partner 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, fuel, oil, keys or other materials required to repair the Eligible 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 MG Assistance 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 the vehicle while it is being recovered;
- Routine maintenance and running repairs eg radios, interior light bulbs, heated rear windows;
- 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 the Eligible Vehicle has been recovered following a breakdown;
- MG Assistance only provides assistance in relation to manufacturer based or mechanical faults on your MG. Your vehicle will not be covered for certain incidents including but not limited to:
 - The use of incorrect fuel, or lack of fuel
 - Wheel changes or punctured tyres
 - Instances where keys have been locked inside the vehicle, lost or stolen
 - All things excluded under General Terms and Conditions.

HOME START

Provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

What is Covered

- Home Start provides access to the same service as is available under 'Roadside Assistance' following a breakdown or accident at or within a quarter of a mile of the Home Address.

What is Not Covered

- All things excluded under 'Roadside Assistance – what is not covered'.

RELAY

Provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

What is Covered

- Relay is available when the AA provides either Roadside Assistance or Home Start service and the AA cannot arrange a local repair within a reasonable time;
- Relay provides recovery of the Eligible Vehicle, together with the Driver and up to a maximum of seven passengers to a MG Service Partner or any single destination of Your choice on the UK mainland or in Northern Ireland (see also General Terms and Conditions, clause 1g.).

What is Not Covered

- Relay will not be provided if we are able to arrange a prompt local repair within a reasonable time;
- Recovery of the Eligible Vehicle to an MG Service Partner if the Eligible Vehicle is at or within a quarter of a mile or less of Your Home Address to a MG Service Partner;

- The recovery of an immobilised Eligible Vehicle where we consider this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;
- The recovery of a vehicle being used for racing, rallying, trials or time trials, auto tests or other motor sport events;
- The recovery of any vehicle that we consider would be dangerous or illegal for us to load or transport (including, but not limited to, overloaded vehicles);
- A second or subsequent recovery (e.g. the return journey from Your chosen destination or following a further breakdown of the Eligible Vehicle);
- Any costs for passengers who do not accompany the Eligible vehicle while it is being recovered under Relay;
- The recovery of any vehicles bearing trade plates and/or which we have reason to believe have just been imported or purchased at auction;
- The recovery of horses or livestock;
- Ferry costs;
- All things or circumstances set out under 'Roadside Assistance – what is not covered', pages 7–8.
- MG Assistance only provides assistance in relation to manufacturer based or mechanical faults on your MG. Your vehicle will not be covered for certain incidents including but not limited to:
 - The use of incorrect fuel, or lack of fuel
 - Wheel changes or punctured tyres
 - Instances where keys have been locked inside the vehicle, lost or stolen

General Terms and Conditions

GENERAL EXCLUSIONS

I. MG Assistance does not provide for:

- a. vehicle servicing or re-assembly e.g. where this is required as a result of neglect or unsuccessful work on the vehicle other than on the part of the AA or its agents;
- b. 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. 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 to be taken to a local garage or another appropriate location but You will have to pay for any work carried out;

d. 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. having Your Vehicle stored or guarded in Your absence;

f. the provision of service when Your Vehicle is on private property e.g. garage premises, unless You can establish that You have the permission of the owner or occupier;

g. the provision of service to 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. any ferry, toll or congestion charges incurred in connection with Your Vehicle as a result of it being recovered;

i. 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. 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. the cost (including any call-out charge) of any locksmith, bodyglass 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. 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 eg 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. the transportation or arrangement of the transportation of any animal. The AA will not recover horses or livestock. If the AA or its agents does, at its absolute

discretion, agree to transport any 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. 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'élégance' 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.

GENERAL EXCLUSIONS

Please note: if the Driver is refused service by the AA the Driver has the right to request an explanation in writing (see 'Compliments and complaints' for MG Assistance contact details).

2. The AA reserves the right to refuse to provide or arrange breakdown assistance where:

a. 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 and under these circumstances you have not procured 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. 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. in Our reasonable opinion, Your Vehicle was, immediately before breakdown or accident, dangerous, over laden, un-roadworthy or could not otherwise have been lawfully used on the public highway;

d. in Our reasonable opinion, the giving of service would involve any breach of the law;

e. in Our reasonable opinion, there has been an unreasonable delay in reporting the breakdown;

f. entitlement is not held. 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, debit or switch 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;

g. 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

3. 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

4. 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

5. All requests for assistance must be made to the AA using the contact instructions provided by the AA 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

6. 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 MG ASSISTANCE

7. You have the right to cancel Your MG Assistance within a 14 day 'cooling off period', commencing either from (i) the date of contract for All Component Warranty (the date on which the Eligible Vehicle was first registered) or (ii) the date of receipt of the relevant cover documents, whichever happens later.

You understand and agree that MG Assistance is an integral part of All Component Warranty. MG Assistance can be cancelled separately without cancelling the remaining All Component Warranty services or cover that shall continue uninterrupted or by cancelling All Component Warranty in its entirety.

MG Assistance is provided to You free of financial charge, accordingly if You cancel MG Assistance You will not be entitled to any refund. On cancellation of MG Assistance You are not entitled to make any further use of MG Assistance

The AA shall have the right to cancel any MG Assistance Cover if:

- a. the AA has been entitled to refuse service under clause 2f, page 11;
- b. MG Assistance was taken out where the AA was, or is, entitled to cancel an existing or previous cover under sub paragraph a) of this clause.

No refund of premium shall be due to you following cancellation under sub-clause a).

CHANGES TO TERMS AND CONDITIONS

8. The AA is entitled to change any of the Terms and Conditions at renewal. The AA also reserves the right to make changes to these Terms and Conditions during the cover period, 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.

CHANGES TO YOUR DETAILS

9. Changes to Your details (including changes to vehicle details) must be notified to the AA immediately. This must be done by contacting Us

By phone: 0845 607 6727.

In writing: MG Assistance, AA, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY

By e-mail: CustomerSupport@theAA.com

Please note changes to Your details can only be made by the owner of the Eligible vehicle.

MATTERS OUTSIDE THE AA'S REASONABLE CONTROL

10. While the AA seeks to meet the service needs of You 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 sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

EXCLUSION OF LIABILITY FOR LOSS OF PROFIT ETC

11. 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, indirect or consequential losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), breach of agreement or otherwise. 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

12. 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.

13. None of the Terms and Conditions, or benefits, of MG Assistance are enforceable by anyone else other than the Driver. 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.

USE OF HEADINGS

14. 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

15. Your MG Assistance and these Terms and Conditions are governed and should be interpreted by the laws of England and Wales. The Terms and Conditions are written in English and all correspondence entered into shall be in English.

Using Your Personal Information

1.1 The Acromas Holdings Limited group of companies, of which Acromas Insurance Company Limited and the AA group of companies* (including Automobile Association Developments Limited, Automobile Association Limited, AA Limited, Automobile Association Insurance Services Limited and Automobile Association Finance Limited) forms a part ("we") will use Your personal information for the following purposes**:

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

- c) to help administer, and contact You about improved administration of any accounts, services and products we have provided before, or provide now or in the future;
- d) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
- e) to help to prevent and detect fraud or loss;
- f) to contact You in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by the AA and/or selected partners unless You have previously asked us not to use the relevant personal data for such purposes;
- g) where the AA is contacted for breakdown assistance service using a mobile telephone the AA or the AA's agents may provide details of the relevant telephone number to the mobile telephone network providers, through the AA's agent, to enable the AA to record the geographical location of the handset as part of the breakdown information in order to assist the AA in locating the caller.

* A list of companies forming the group of companies is available from the Data Protection Officer at the address given below.

** See the AA privacy policy at [theAA.com/terms and conditions/privacy policy.html](http://theAA.com/terms_and_conditions/privacy_policy.html) for further details.

1.2 We may allow other people and organisations to use information the AA hold about You for the purpose of providing services You have asked for, as part of the process of selling one or more of businesses, or if we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard Your personal information.

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

1.4 We may check Your details with fraud prevention agencies. If You provide false or inaccurate information and suspects fraud, We will record this. The AA and other organisations may use and search these records to:

- a) help make decisions about credit and credit related services for You and members of Your household;
- b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for You and other members of Your household;

c) trace debtors, recover debt, prevent fraud and to manage Your accounts or insurance policies; and

d) check Your identity to prevent money laundering unless You give the AA other satisfactory proof of identity.

1.5 If You need details of those fraud prevention agencies from which the AA may obtain and with which the AA may record information about You or the List of Companies forming the AA Group, please write to the AA's Data Protection Officer at The Automobile Association, Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA.

1.6 Where You give the AA information on behalf of someone else, You confirm that You have provided them with the information set out in these provisions and that they have not objected to such use of their personal information. Where You give the AA sensitive data about yourself or another person (such as health details or details of any criminal convictions) You agree (and confirm that the other person has agreed) to the AA's processing such information in the manner set out in these provisions.

Our 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, RG21 4EA. Registered in England and Wales Number: 01878835.

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