

# AA Car Hire Policy Wording

## Welcome to AA Insurance Services

A warm welcome and thank you for choosing to buy this car hire policy. Our aim at AA Insurance Services (AAIS) is to combine value for money with peace of mind.

This policy wording includes everything you need to know about your car hire policy. Alternatively, you can always contact our experienced customer services agents who are there to help you.

If you're unfortunate enough to have need to use this policy, call us and our experienced claims staff will be there to guide and assist you through every step of the claims process.

The AA is able to offer great deals on many types of insurance. Either call us or visit us at [www.theAA.com](http://www.theAA.com).

## Who regulates us?

Automobile Association Insurance Services Limited (We) are authorised and regulated by the Financial Services Authority (FSA). The FSA 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 on the FSA's register by visiting the FSA website [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the FSA on 0845 606 1234.

## Which companies do we deal with?

We have chosen to deal exclusively with Acromas Insurance Company Limited for car hire insurance. Please note that when receiving your premium, making a refund to you and handling any claims monies, we act as an agent for your insurer.

## What services do we provide?

We may ask you some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed. You will not receive advice or a recommendation from us.

## What will you pay for our services?

Other than in the event of a cancellation you will not have to pay a fee for our service. We will tell you about any other charges relating to any particular insurance policy.

## Are we covered by the Financial Services Compensation Scheme (FSCS)?

Automobile Association Insurance Services Limited (We) are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claims. For insurance you are covered for 90% of the claim, without any upper limit. For compulsory insurance (eg third-party motor) the claim is covered in full, without any upper limit. You can learn more about this scheme at [www.fscs.org.uk](http://www.fscs.org.uk) and by phoning **0800 678 1100 or 0207 741 4100**.

## Introduction to your AA car hire cover

Words which appear in **bold italics** have the meanings given to them in the Definitions section of the policy wording.

We've put this wording together to clearly set out the details of your insurance cover. Please read it carefully, and in particular the policy summary to make sure it meets your needs.

The information and statements provided by the **Policyholder** have been relied upon by the **Insurer** in entering into this insurance. Such information and statements together with this policy booklet including the policy summary must be read as a whole as they constitute the legally binding contract of insurance between the **Policyholder** and the **Insurer**.

Please tell us right away if anything changes which might affect this insurance. If you're not sure whether it's important tell us just in case. Any changes which you don't tell us about may mean that this policy is void.

The **Insurer** has agreed to insure **You** subject to the terms, conditions, limitations and exclusions contained in this policy booklet against such liability that may occur during any period of insurance for which the **Policyholder** has paid the premium. This insurance provides cover for the hire charges for the short term hire of a **Hire Vehicle** following a road traffic accident or **Theft** which results in the **Insured Vehicle** being a total loss, or whilst it is unrecovered following its **Theft**.

For and on behalf of the Insurer  
Andrew Strong,  
CEO, AA Insurance Services Limited.

## If you need to claim

When an **Insured Incident** occurs and **You** require the use of a **Hire Vehicle** **You** must:

- first check **Your** policy carefully to make sure that **Your** claim is valid. Remember to check the general exceptions and exclusions which apply to the whole **Policy**;
- then phone our Claimline as soon as possible on 0800 269 622 giving full details as required. They'll tell you what **You** need to do next and how **Your** claim will be processed;
- if making a claim following a **Theft**, **You** must have reported the **Theft** to the Police and be able to provide us with a crime reference number;
- **You** may be required to fill in a claim form. If so, fill it in fully and send it to the address on the claim form as soon as **You** can. Please remember to enclose all the information and documents **You've** been asked for.

Upon receipt of a valid claim **AAIS** (acting as the agent of the **Insurer**) will advise the **Provider** in order to arrange the supply of a **Hire Vehicle**.

Claimline  
0800 269 622  
24 hours a day  
365 days a year

Acromas Insurance Company Limited 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 claims. For insurance you are covered for 90% of the claim, without any upper limit. For compulsory insurance (eg third-party motor) the claim is covered in full, without any upper limit. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone **0800 678 1100 or 0207 741 4100**.

## Customer services feedback

0800 13 66 24  
Please talk to us  
We'd like to know what you think about the service we give you. Please let us know if you have any suggestions or feedback for us.

## Customer services helpline

0844 412 4684  
For help or to ask any questions  
8am - 9pm Monday to Friday  
8.30am - 5pm Saturday  
9am - 5pm Sunday  
Please remember that you'll need the policy number each time you contact us.

## Policy Wording - Definitions

### Definitions

Certain words have specific meanings whenever they appear in this **Policy**. To help **You** identify these we have printed them in **bold** and **italics** throughout this policy.

### AA Car Insurance Policy

The AA comprehensive or third party, fire and theft car insurance policy in the name of the **Policyholder** which covers the **Insured Vehicle** and the **Insured Person**.

### AAIS

Automobile Association Insurance Services Limited.

### Hire Vehicle

A Group A vehicle (i.e. 1.0 litre car) as determined and provided by the **Provider** which is provided for use within the **Territorial Limits**.

### Insurer

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.

### Insured Incident

Any of the following incidents involving the **Insured Vehicle** which occurs during the **Period of Insurance** where such incident is subject to a valid claim under the **AA Car Insurance Policy** and arises from  
i) a road traffic accident or **Theft** as a result of which the insurer of the **AA Car Insurance Policy** has declared that the **Insured Vehicle** is a total loss  
ii) **Theft** of the **Insured Vehicle** has occurred and the **Insured Vehicle** remains unrecovered.

### Insured Person

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A person aged between 18 and 78 years at the time of purchase of this **Policy** and who holds a valid full driving licence and who is insured under a valid **AA Car Insurance Policy** (as an insured person under that policy) to drive the **Insured Vehicle**.

## *Insured Vehicle*

The motor vehicle insured on the **AA Car Insurance Policy** for which a premium has been paid under this **Policy** and which is identified in the **Schedule**.

## *Period of Hire*

The period agreed in writing between **You** and the **Provider** for hire of the **Hire Vehicle**.

## *Period of Insurance*

The period as stated in the **Schedule**.

## *Policy*

This policy of insurance which, subject to its terms, covers the charges of hiring a vehicle.

## *Policyholder*

The person who has taken out this **Policy** and has paid the required premium.

## *Premium*

The payment to be paid by the **Policyholder** to **AAIS** (and received on behalf of the **Insurer**) in relation to this policy.

## *Provider*

The supplier of the **Hire Vehicle** as nominated by **AAIS** from time to time.

## *Schedule*

The letter which includes details of the **Period of Insurance**, the **Insured Persons**, the **Premium** and the policy number of this **Policy**.

## *Territorial Limits*

Only the charges of vehicles hired from the **Provider** in Great Britain, Isle of Man and Northern Ireland nominated by **AAIS** and used within these territorial limits are covered.

## *Theft*

Theft which shall include the offence of taking a motor vehicle or other conveyance without authority as defined in Section 12 of the Theft Act 1968.

## *Third Party*

The other person(s) and/or party(s) responsible for the **Insured Incident**, excluding the **Insured Person** and/or **Policyholder**.

## *You/Your*

The **Insured Person**.

## **Policy Wording - Insurance cover**

### **1. What is covered?**

- a. The **Insurer** will during the **Period of Insurance** cover the hire charges made by the **Provider** for the hire of a **Hire Vehicle** at the **Provider's** standard hire rates for use by that **Insured Person** within the **Territorial Limits** following an **Insured Incident** where
- (i) the **Hire Vehicle** is arranged by the **Provider** under the terms of this **Policy**; and
  - (ii) where the cost of the **Hire Vehicle** is not recoverable by **You** or the **Insurer** of **Your AA Car Insurance Policy** from a **Third Party**;

but subject to the terms, conditions, exclusions and limitations of this **Policy**.

- b. To obtain benefit under this **Policy** the **Premium** must have been paid and the **Insured Vehicle** must have been an insured vehicle of a valid **AA Car Insurance Policy** at the time of the **Insured Incident**. Cover is only provided for one **Hire Vehicle** per **Insured Incident** and is subject to the terms and conditions noted within this policy booklet.

c. The **Policy** will only pay for:

- (i) up to 21 days of continuous use of the **Hire Vehicle** if **You** are insured on a comprehensive basis under the **AA Car Insurance Policy** at the time of the **Insured Incident**; or
- (ii) up to 14 days of continuous use of the **Hire Vehicle** if **You** are insured on a third party fire and theft basis under the **AA Car Insurance Policy** at the time of the **Insured Incident**;

and any such period will not be extended by any time during which the **Hire Vehicle** is not available for use by **You** for any reason.

d. the benefit under this **Policy** ends and the **Hire Vehicle** must be returned to the **Provider** no later than 48 hours after payment is issued to the **Policyholder** under their **AA Car Insurance Policy** by their insurer in respect of a total loss valuation in respect of the **Insured Incident** or no later than 48 hours after the **Insured Vehicle** has been returned to the **Policyholder** or no later than the expiry of the **Period of Hire** (whichever comes first).

e. **You** may extend the hire by agreement with the **Provider** and subject to payment by **You** of any hire charges and other charges. Any arrangement to extend the period of hire of the vehicle will be by separate arrangement and contract between **You** and the **Provider** and will not be covered by this **Policy**.

f. the **Insurer** will satisfy its obligation under 1.a. above by paying the amount of hire car charges covered by this **Policy** direct to the **Provider**. The **Insurer** will have no liability for the acts or omissions of the **Provider**.

## **General conditions**

The insurance described in this policy booklet will only apply if the **Insured Person** claiming has observed all the terms and conditions of this **Policy**.

2. **Your Policy** is subject to the following conditions and hire charges for a **Hire Vehicle** can only be met if all the conditions are complied with:

a. a security/fuel deposit may be payable by **You** to the **Provider** on collection of the **Hire Vehicle**. This is refundable by the **Provider** upon its return provided the **Hire Vehicle** is free from damage and has the same amount of fuel as when collected

b. before taking possession of the **Hire Vehicle**, **You** will need to produce **Your** full driving licence and proof of personal identification including address, e.g. utility bill

c. **You** must be insured under a valid **AA Car Insurance Policy**

d. **Hire Vehicles** are provided in accordance with the **Provider's** standard requirements, terms and conditions, (including insurance arranged by the **Provider**), to which **You** will be subject. **You** can ask to see a copy of these terms and conditions. Certain occupations, driving licenses, age, convictions or claims experience (in isolation or combination) may mean (i) that the **Provider** will not arrange car insurance in which case **You** must arrange your own car insurance cover for the **Hire Vehicle** or (ii) that the **Provider** will not hire a **Hire Vehicle** to **You** or will only do so at costs (including increased premium) in excess of its standard charges. Any such costs incurred will not be covered by this **Policy**. Your **AA Car Insurance Policy** will not provide car insurance cover in relation to a **Hire Vehicle**.

e. a **Hire Vehicle** will only be provided after (a) the insurer of the **AA Car Insurance Policy** has declared that the **Insured Vehicle** is a total loss as result of an accident, fire or **Theft** or (b) **Theft** of the **Insured Vehicle** has occurred and the **Insured Vehicle** remains unrecovered and **You** have supplied a valid police crime reference number. Where **Theft** of the **Insured Vehicle** occurs and the **Insured Vehicle** remains unrecovered for a period but the **Insured Vehicle** is declared a total loss on recovery, these two events will be a single **Insured Incident**. **You** must provide all information that **AAIS** requests and may be required to fill in a claim form.

f. provision of a **Hire Vehicle** in Northern Ireland and the Isle of Man is restricted, by law, to drivers aged 23 years and over.

g. if at any time a valid claim is made under this **Policy** there is another insurance in force covering the same claim the **Insurer** will pay only its proportionate share of the claim.

h. If **You** make a claim which is at all false or fraudulent, or support a claim with any false or fraudulent statements or documents, **You** will lose all benefit and premiums **You** have paid for this **Policy**. In addition the **Insurer** may recover any sums paid by way of benefit under this **Policy**.

## **General exclusions**

3. This **Policy** does not cover the following:

a. any costs or charges incurred (other than the standard daily or hourly hire rate) by **You** in relation to the **Hire Vehicle** (such excluded charges include but are not limited to fuel, fares, fines, fees and excess waivers, additional insurance premium or hire period extensions)

b. any claim where the **Insured Vehicle** was being used for hire or reward at the time of the **Insured Incident**

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c. any claim where the insurer of the **Insured Vehicle** under the **AA Car Insurance Policy** does not provide cover (in whole or in part) for the **Insured Incident**

d. any hire charges incurred after the end of the periods stated in Section 1c and 1d

e. any claim in relation to a hire vehicle not arranged by the **AAIS** nominated **Provider** following notification of a claim to **AAIS**

f. any claim resulting from theft of the **Insured Vehicle** which has not been reported to the Police as soon as was reasonably possible

g. any claim resulting from damage to the **Insured Vehicle** due to an act of God, attempted theft, malicious damage or vandalism

h. any claim under this **Policy** reported to **AAIS**  
(i) more than 14 days after the **Insured Vehicle** is declared a total loss by the insurer of the **AA Car Insurance Policy**; or  
(ii) more than 30 days after an **Insured Incident** in which the **Insured Vehicle** is stolen

i. any claim for a **Hire Vehicle** where the commencement date of the hire would be more than 30 days after a claim under this **Policy** has been notified to **AAIS**

j. sea transit charges in the delivery and collection of the **Hire Vehicle**

k. any claim found to the reasonable satisfaction of the **Insurer** to arise out of a deliberate or criminal act or omission (including of a fraudulent or false nature). The **Insurer** will not be responsible for any costs paid or incurred as a result of any such claim. See General condition 2h

l. any excess payable under the motor insurance of the **Hire Vehicle** in the event of a claim, such as following an accident involving the **Hire Vehicle** or a theft of the **Hire Vehicle**.

## 4. Cancellation

Procedures are explained below dependent on who invokes cancellation

### The Policyholder

Where the **Policyholder** cancels the **AA Car Insurance Policy** then this car hire **Policy** will automatically also be cancelled on the same date (please refer to the terms and conditions in **AA Car Insurance** policy booklet).

If the **Policyholder** needs to cancel this AA Car Hire **Policy** contact **AAIS** on 0844 412 4684.

The **Policyholder** will, for a period of 14 days from the date the **Policyholder** receives the policy documentation or the date the **Policyholder** enters into the contract (whichever is later), have a right to cancel this **Policy** and receive a refund. This refund will be subject to a charge for the period of cover the **Policyholder** has received plus **AAIS'** reasonable administrative expenses, except where cover has not commenced prior to the end of this 14-day period, in which case the **Policyholder** will be entitled to a full refund of the premium the **Policyholder** has paid.

Beyond the above period, the **Policyholder** may cancel this insurance at any time but no refund will be provided to the **Policyholder**.

Note: where the **Policyholder** chooses to cancel AA Car Hire by itself (i.e. without cancelling **AA Car Insurance**) the **Policyholder's AA Car Insurance policy** will not be affected.

### AAIS (Instalment defaults)

If **You** are paying for **your** AA Car Insurance and AA Car Hire by instalments **You** irrevocably authorise **AAIS**, as **Your** agent, at **AAIS'** discretion to cancel both **your** AA Car Insurance policy and **your** AA Car Hire policy following and in accordance with any default notice sent to **You**. **You** also irrevocably authorise **AAIS** to receive any refund of premium and apply it to pay or reduce any sums owed to **AAIS** including commission (up to a maximum of £75) paid by the **Insurer** to **AAIS** in relation to these Please note where a claim has arisen under

**your** AA Car Insurance policy and both policies have been cancelled under this paragraph no refund on either policy will be available from the **Insurer** (whether or not you have also claimed under your AA Car Hire policy) and **you** must pay the sum you owe to **AAIS** contained in the default notice in full.

### Insurer and AAIS

The **Insurer** or **AAIS** may cancel this insurance by sending at least seven days written notice to **Your** last known address. A full pro rata premium refund

will be allowed from the date of cancellation, no deduction will be made for commission and a refund will be allowed regardless of whether a claim has been made under the **Policy**.

Any such cancellation by **You**, the **Insurer** or **AAIS** will not affect any rights and responsibilities arising before cancellation takes place.

### Applicable Contract Law

**You** and the **Insurer** are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which **You** reside at the inception of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply. If **You** are not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland or the Isle of Man the law which will apply is the law of England and Wales.

### Applicable language

The terms and conditions and all other information concerning this insurance are supplied in the English language and we undertake to communicate in this language for the duration of the policy.

### The Contracts (Rights of Third Parties) Act 1999

Save for the rights granted to **AAIS** under this contract any person or company who is not a party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.

### Important Notice Subrogated Rights

a. The **Insured Person** must take all reasonable steps to mitigate the costs of any claim

b. The **Insured Person** must pay to the **Insurer** or their agent any sums by way of costs, charges or fees directly recovered from the **Third Party** to the extent of the sums indemnified under this **Policy**

c. The **Insured Person** must take all action reasonably possible to recover any costs, charges or fees the **Insurer** or their agents may have paid or be liable to pay and pay any such amounts recovered to the **Insurer** or their agent

d. Upon conclusion of the hire of a replacement vehicle the **Insurer** or their agents can take over and if necessary conduct proceedings in the name of the **Insured Person** to recover the hire costs of the **Hire Vehicle** from the **Third Party**

### Renewing your cover

Each year we'll send you renewal terms. These may include renewing to a different insurer if the insurer of new policies of AA car hire insurance has changed during the year.

If **You** are paying for **your** AA Car Insurance and AA Car Hire through our instalment account over 12 months, at the end of each 12-month period we will write to confirm if we can automatically renew your cover. If we are able to do this, unless we hear from you, your cover will automatically be renewed to the insurer as specified in our letter. We will send you an important notice of any changes that apply to your policy. We will advise you of the premium and the new monthly instalments that you will have to pay and any changes to cover will take effect at renewal.

If you're paying by credit card and have agreed to allow us to collect the renewal premium automatically each year, then unless we hear from you, and as long as your AA Car Insurance Policy is also being renewed, we'll renew your cover automatically at the end of the 12-month period. Prior to doing this we will send a written reminder of the premium that you will have to pay and an important notice of any changes that apply to your policy booklet. If you don't want to renew your policy, please let us know at least seven days before the renewal date.

### Renewal helpline

You can contact us by:

Phone: 0844 412 4622

Post: AA Insurance Services

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PO Box 2AA  
Newcastle NE99 2AA

## **Any other questions?**

Please call our customer services helpline on . We'll be happy to explain any part of this policy, answer questions and make changes to your personal details.

## **If you need to complain**

We hope you'll be completely happy with your AA car hire policy. But if something does go wrong, we'd like to know about it. We'll do our best to straighten it out for you and to make sure it doesn't happen again.

a) If your complaint is about AA Insurance Services  
There are several ways you can contact us.

Phone: 0844 412 4684  
Email: Custcare@theAA.com  
Post: The Customer Care Unit  
AA Insurance Services  
PO Box 2AA  
Newcastle Upon Tyne NE99 2AA  
Fax: 0292 072 5018  
Text phone: 0870 600 1303

We'll acknowledge your complaint within five working days. If we can't respond fully then we'll tell you who is dealing with it and when you'll hear from them. We'll do our best to respond fully within four weeks. And if this isn't possible, we'll tell you why and when you can expect a full response.

b) If your complaint is about Acromas Insurance Company Limited contact Customer Support at:

Phone: 0844 412 4684  
Email: Custcare@TheAA.com  
Post: Acromas Insurance Company Limited  
Fanum House  
Basing View  
Basingstoke  
Hampshire  
RG21 4EA

Please make sure you always quote your policy number on all correspondence. If you are not satisfied with the final response to your complaint, you can also contact the Financial Ombudsman Service for help and advice.

Phone **0800 023 4567** free for people phoning from a "fixed line" (for example, a landline at home) or **0300 123 9123** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Post: Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

This complaints procedure does not affect your statutory rights.

## **Use of personal information**

Please refer to the wording under your AA Car Insurance policy booklet for information on the use of your personal data.