



# Policy booklet

Car Insurance



# Welcome to AA Insurance Services

A warm welcome and thank you for choosing to insure your car through us. Our aim at AA Insurance Services is to combine value for money with peace of mind, making Car Insurance as straightforward as possible.

Your policy booklet and statement of insurance include everything you need to know about your Car Insurance cover. Alternatively, you can always contact our experienced customer service agents who are there to help you with all your Car Insurance needs.

If you're unfortunate enough to have an accident regardless of fault, 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 you more than just great deals on Car Insurance. If you want more information on our other products, we can help you. Either call us or visit our website on [theAA.com](http://theAA.com).

A handwritten signature in black ink that reads "Andrew Strong". The signature is written in a cursive, slightly slanted style.

Andrew Strong  
Chief Executive,  
Automobile Association Insurance Services Limited

# A guide

## to your policy booklet

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Certain words have specific meanings in relation to your policy. To help you identify these we've printed them in ***bold italics*** in your policy details.

# About us

## Which companies do we deal with?

Please note that when receiving your premium and when making a refund to you, we act as an agent for your insurer. We offer products from a range of insurers for car insurance.

However, for the following products, we have chosen to deal exclusively with the insurers shown:

Overseas Motor Insurance	– AXA UK plc.
Motor Legal Protection	– Acromas Insurance Company Limited
AA Car Hire	– Acromas Insurance Company Limited
Motor Accident Plan	– Ultimate Insurance Solutions Limited.
Payment Protection Insurance	– St Andrew’s Life Assurance plc and St Andrew’s Insurance plc.

Your documents will confirm whether you have purchased any of these products.

## What services do we provide?

In arranging your insurance, we may ask 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. Separate from your contract of insurance, we may also provide administration services related to the policy and we will always inform you of any fees payable to us for these services.

## What will you have to pay for our services?

You will not have to pay a fee to us for arranging your insurance. However, under our separate administration services we may charge a fee of up to 2% of your payment if you decide to pay by credit card, and will charge a fee of up to £25 for mid term adjustments and duplicate document requests, or up to £50 for cancellation.

## Who regulates us?

Automobile Association Insurance Services Limited (We) are authorised and regulated by the Financial Services Authority (FSA). Our FSA Register number is 310562. 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/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0300 500 5000.

## 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 claim.

Insurance arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim without any upper limit.

You can learn more about this scheme at [www.fscs.org.uk](http://www.fscs.org.uk) and by phoning 020 7892 7300.

Please remember that you’ll need the policy number from your certificate each time you contact us.

# About your policy

We've put this booklet together to clearly set out the details of your insurance cover. Please read it carefully, as well as your **Statement of Insurance**, **Certificate of Motor Insurance** and **Policy Summary** to make sure they meet your needs.

Remember to check the exclusions and restrictions under each section and also the general exceptions and exclusions which apply to the whole policy.

## Additional benefit - courtesy car

An AA Comprehensive Car Insurance policy means that following an accident, you will usually be provided with use of another car while your car is undergoing repair, subject to the repair being carried out by your insurer-approved repairer.

This service also frequently extends to include recovery of the vehicle to your home or nearest approved repairer.

A courtesy car is not available in respect of total loss claims or where the vehicle is stolen and unrecovered, or for accidents occurring outside the UK.

In the event you need to make a claim on your policy your AA motor insurer may instruct an approved repairer to carry out the repairs. In most cases, if they do instruct repairs to start, a standard courtesy car will be supplied during the period of the repairs. A standard courtesy car is a category 'A' vehicle, normally a small 3 door, 1 litre hatchback car.

The availability of this service depends on your AA motor insurer's arrangements with its approved repairers.

## 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

**0870 1600 137**

for advice and questions

8am - 10pm weekdays (exc Tuesdays when lines close at 8pm)

8.30am - 7pm Saturday

9am - 7pm Sunday

# Making a claim

## If you have an accident

- Try to keep calm and don't admit fault.
- Exchange details with the other driver and record names, addresses and telephone numbers of passengers and any other witnesses to the accident.
- Report the accident to our 24 hour Claimline on **0800 269622**

## If you need to claim

- First check your policy and insurance certificate carefully to make sure that your claim is valid.
- Then phone our Claimline as soon as possible. They'll tell you what you need to do next.
- 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.

## Claimline

**0800 269 622**

24 hours a day

365 days a year

## Personal injury legal advice

If you or any of your passengers are injured in an accident, and you purchased Motor Legal Protection please refer to your Motor Legal Protection documents for full details on what to do next. Your Statement of Insurance will confirm if you have purchased Motor Legal Protection. If you do not have the benefit of Motor Legal Protection cover, our Claimline could still put you in touch with a specialised advisor.

## Financial Services Compensation Scheme (FSCS)

Your insurer is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if your insurer cannot meet their obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers, the first £2,000 of an insurance claim is covered in full, plus 90% of the balance. For compulsory insurance (eg third party motor) the claim is covered in full.

You can learn more about this scheme at [www.fscs.org.uk](http://www.fscs.org.uk) and by phoning 020 7892 7300.

Please remember that you'll need the policy number from your certificate each time you contact us.

# Comments and complaints

## If you need to complain

We hope you'll be completely happy with your AA Car Insurance. 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: 0870 1600 137
- Email: [Custcare@theAA.com](mailto: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 your authorised insurer

You need to contact them directly. It's best to write to the chief executive, and the address will be on your policy summary and on your Certificate of Motor Insurance.

We're always on hand to pass your complaint on to your authorised insurer, and also to chase them for a reply if you need our help.

After this action if you are still not satisfied and your insurance is with certain Underwriters at Lloyd's, you may write to:

Complaints Department,  
Lloyd's,  
1 Lime Street,  
London,  
EC3M 7HA

If you remain dissatisfied with the final response to your complaint, you can also contact the Financial Ombudsman Service for help and advice.

- Phone: 0845 080 1800
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Post: Insurance Division Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

***Please make sure you always quote your policy number from your certificate or statement of insurance.***

***This complaints procedure doesn't affect your statutory rights.***

# Keeping your policy up to date

Please tell us right away if anything changes which might affect your 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 your policy is void.

We need to know about things like:

- if you change your car
- any modification or engine conversions to the insured car from the manufacturers original specifications
- change of any full or part-time occupation
- changes to how you use the car
- change of address or address where the insured car is kept overnight
- changes to drivers
- any claim, incident or loss
- any convictions or fixed penalty offences
- any pending prosecutions
- any physical or mental condition, including heart conditions, diabetes, epilepsy, disabilities or infirmities which require notification to the Driver Vehicle Licensing Agency
- the prescription of permanent medication
- additional audio, satellite navigation or communications equipment.

We may charge up to £25 administration fee if these changes mean we have to adjust your policy or send out duplicate copies of your documents.

# Renewing your policy

## Renewing your cover

Each year we'll send you renewal terms. **These may include renewing to a different AA motor panel insurer** if one is offering a lower premium than your existing insurer, or if your existing insurer is not offering renewal.

### Automatic Renewal

**If you're paying 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 booklet.

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, we'll renew your cover automatically at the end of the 12-month period. Prior to doing this we will send written reminder of the premium that you will have to pay and an important notice of any changes that apply to your policy booklet.

Please note that where your AA Car Insurance is automatically renewed by virtue of your paying by instalments or your giving us authority to renew automatically by credit card (as set out above), any Add-ons Products you currently have the benefit of (for e.g. AA Car Hire or Motor Legal Protection) shall also be automatically renewed.

If you don't want to renew your policy or want to remove any Add-On Products from your cover, please let us know at least seven days before the renewal date.

## Renewal helpline

You can contact us by:

Phone: 0870 1600 138

Post: AA Insurance Services  
PO Box 2AA  
Newcastle NE99 2AA

## Any other questions?

Please call **our customer services helpline** on 0870 1600 137. We'll be happy to explain any part of this policy, answer your questions and make changes to your personal details.

# Summary of cover

See the Cover indicated in the **Statement of Insurance(s)** and **Policy Summary** as these define the cover provided to **You** under this Insurance Document.

SECTION NAME	COVER APPLICABLE			PAGE NO.
	COMPREHENSIVE	THIRD PARTY FIRE & THEFT	THIRD PARTY ONLY	
Section 1: Liability to others	✓	✓	✓	12
Section 2: Loss or damage	✓	✓*		14
Section 3: Personal belongings	✓			16
Section 4: Damage to trailers	✓			16
Section 5: Injury to you and/or your partner	✓			17
Section 6: Medical expenses	✓			18
Section 7: Emergency treatment	✓	✓	✓	18
Section 8: Car sharing	✓	✓	✓	19
Section 9: No claim discount	✓	✓	✓	19
Section 10: Travelling abroad	✓	✓	✓	20
Section 11: General exclusions	✓	✓	✓	21
Section 12: General conditions	✓	✓	✓	22
Section 13: Additional or replacement car	✓	✓	✓	24
Section 14: Lost or stolen keys	✓	✓*		24
Section 15: Child car seats	✓	✓*		25
Section 16: Overnight accommodation or onward transport	✓			25

# Definitions

Certain words have specific meanings wherever they appear in this policy or ***your Certificate of Motor Insurance***. To help ***you*** identify these ***we*** have printed them in ***bold*** and ***italics*** throughout this policy.

<b>AAIS</b>	Automobile Association Insurance Services Limited.
<b>AA Member</b>	Someone who has a current contract for breakdown assistance services with The Automobile Association Limited (in relation to which any monies due have been paid) under what is known as personal membership, together with any person who is named as entitled to service from the Automobile Association Limited under any such contract.
<b>Certificate of Motor Insurance</b>	The document headed Certificate of Motor Insurance which provides evidence of the existence of motor insurance as required by law.
<b>Endorsement</b>	An alteration to the wording of the Insurance Document noting a change in the terms or the details of the insurance contract.
<b>Excess</b>	The amount of money You must pay towards the cost of a claim.
<b>Fire</b>	Fire lightning or explosion.
<b>Inexperienced Driver</b>	A driver who holds a provisional driving licence or who has held a full United Kingdom driving licence for less than one year at the time of an event which you may be entitled to claim for.
<b>Insured Car</b>	The motor vehicle with the vehicle registration number described in Section 1 of the current Certificate of Motor Insurance. Important Note: See Section 13 if: (a) You replace the Insured Car with another. (b) You acquire another car in addition to the Insured Car.
<b>Insurer</b>	The Insurance Company or Underwriters at Lloyd's as specified in the Statement of Insurance, Policy Summary and the Certificate of Motor Insurance on whose behalf this Insurance Document is issued.
<b>Market Value</b>	The value of the Insured Car and its accessories at the date of accident or loss.
<b>No Claim Discount</b>	The reduction allowed in <b><i>Your</i></b> premium if a claim has not been made or arisen during the previous period(s) of insurance.
<b>Partner</b>	<b><i>Your</i></b> husband, wife, civil partner or a person <b><i>You</i></b> live with on a permanent basis as if you were married.
<b>Permitted Driver</b>	Any person shown in Paragraph 5 of the current Certificate of Motor Insurance.
<b>Policy Summary</b>	The document which provides a brief summary of the main features and benefits, significant exclusions and limitations of the policy.
<b>Statement of Insurance</b>	The document headed Statement of Insurance giving details of the persons Insured, the Insurer, the Insurance Document number, details the Insured Car, the Cover, the premium and the period of insurance.
<b>Territorial Limits</b>	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland including transit by sea, air or land within and between these places.

# Definitions

## continued

### ***Terrorism***

- (i) any act including but not limited to
  - (a) the preparation, use or threat of force and/or violence and/or
  - (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes and/or the intention to influence, intimidate or coerce any Government and/or any intention to disrupt any segment of the economy.
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above.
- (iii) any act deemed by the Government to be an act of terrorism.

### ***Theft***

Theft or attempted 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.

### ***You/Your***

The person(s) shown as the Insured in the Statement of Insurance, Policy Summary and the Certificate of Motor Insurance.

### ***Young Driver***

A driver who has not reached the age of 25 years.

# Your contract of insurance


Insurance has been effected between an insurance company or certain underwriters at Lloyd's (the "**Insurer**") and **you** the **insured**. The name of the **Insurer** can be found in the **Statement of Insurance, Policy Summary** and the **Certificate of Motor Insurance**.

The information and statements provided by **you** have been relied upon by the **Insurer** in entering into this insurance. Such information and statements together with this **Policy** Document, the **Statement of Insurance**, the **Policy Summary** and the **Certificate of Motor Insurance** and any **Endorsements** (shown on the reverse of the **Certificate of Motor Insurance**) must be read as a whole as they constitute the legally binding contract of insurance between **you** and the **Insurer**.

The **Insurer** has agreed to insure **you** subject to the terms, conditions and exclusions contained in or endorsed upon this **Policy** Document against such liability loss or damage that may occur during any period of insurance for which **you** have paid or agreed to pay the premium as is directly sustained in connection with the **Insured Car**.

For Lloyd's Policies: In order that these documents may be signed and issued as evidence of the insurance, the **Insurer** has entered into a written binding authority contract, which empowers an authorised Director of Automobile Association Insurance Services Limited to sign and issue this **Policy** on behalf of Lloyd's underwriters.

For and on behalf of the Insurer

A handwritten signature in black ink that reads "Andrew Strong". The signature is written in a cursive, slightly slanted style.

Andrew Strong  
Chief Executive,  
Automobile Association Insurance Services Limited

## Section 1

# Liability to others

### What is covered by this Section

#### SUBSECTION 1

##### **Your liability to other people**

The **Insurer** will pay amounts including claimant's costs that **You** are legally liable to pay for:

- (a) Death of or bodily injury to any person
- (b) Damage to property
  - as a result of an accident involving the **Insured Car** and/or an attached trailer or any other car which **Your Certificate of Motor Insurance** permits **You** to drive.

#### SUBSECTION 2

##### **Other people's liability**

The **Insurer** will pay amounts including claimant's costs that any of the persons listed below is legally liable to pay for:

- (a) Death of or bodily injury to any person
- (b) Damage to property
  - as a result of an accident involving the **Insured Car**
    - (i) any **Permitted Driver**
    - (ii) any person using (but not driving) the **Insured Car** with **Your** permission for social domestic and pleasure purposes.
    - (iii) at **Your** request any passenger travelling in or getting into or getting out of the **Insured Car**

### What is not covered by this Section

- (a) Liability for death of or bodily injury to any person arising out of and in the course of that person's employment by the person claiming under this Section if that liability is provided under an Employers Liability Insurance issued to comply with Employers Liability legislation.
- (b) Liability for loss of or damage to any vehicle for which cover is provided by this Section or any property belonging to or in the care of the person claiming under this Section.
- (c) Any legal liability in respect of any proceedings brought or judgment obtained in any court outside the United Kingdom unless such proceedings are brought or judgment obtained in the court of a foreign country arising out of the use of the **Insured Car** in that foreign country where the **Insurer** has agreed to extend this insurance to cover such foreign use.
- (d) Liability under Subsection 2 that is covered by any other insurance.
- (e) All liability arising from acts of terrorism as defined in the Terrorism Act 2000 except where we are required to provide cover under the Road Traffic Acts.
- (f) Any amount exceeding £20,000,000, exclusive of costs and expenses, for any claim or series of claims for loss of or damage to property, including any indirect loss or damage, arising from one event.
- (g) Any amount exceeding £5,000,000 for all costs and expenses, in respect of loss of or damage to property for any claim or series of claims arising from one event.

## What is covered by this Section

- (iv) **Your** employer or partner while **You** are driving or using the **Insured Car** on their business subject to the use and driving being permitted by the **Certificate of Motor Insurance**.
- (v) **Your Partner's** employer or partner while **Your Partner** is driving or using the **Insured Car** on their business subject to the use and driving being permitted by the **Certificate of Motor Insurance**.

### SUBSECTION 3

#### Protection of an insured person's estate

Upon the death of any person insured under this Section the **Insurer** will transfer to that person's estate the benefit of this insurance against any liability covered by this Section that the deceased may have incurred.

### SUBSECTION 4

#### Costs and expenses

When the **Insurer's** written agreement is obtained beforehand the following will be paid:

- (a) Costs and expenses incurred
- (b) Solicitor's fees for representation at a Coroner's Inquest Fatal Accident Inquiry or defending any prosecution in a Court of Summary Jurisdiction
- (c) The reasonable costs for legal services to defend a charge of manslaughter or dangerous driving causing death in connection with any accident which might involve legal liability covered by this insurance.

## Section 2

# Loss or damage

### What is covered by this Section

#### SUBSECTION 1

##### **The Insured Car**

The **Insurer** will pay for loss of or damage to the **Insured Car** its accessories (excluding audio, satellite navigation and communication equipment) and spare parts kept in or on the **Insured Car** or in **Your** private garage by (at the **Insurer's** discretion):

repairing

or

replacing

or

paying in cash the amount of the loss or the damage.

The maximum amount payable will be the **Market Value** of the **Insured Car**.

In the event that the **Insurer** settles a claim by replacing or paying for the **Insured Car** the stolen or damaged car will then at the **Insurer's** discretion become the property of the **Insurer**.

The **Insurer** will also pay the reasonable cost of protection and taking the **Insured Car** to the nearest suitable **Insurer** Approved repairer or place of storage after such damage and where appropriate returning it after repair to **Your** address as shown in the **Statement of Insurance** and the **Policy Summary**.

If to the **Insurer's** knowledge the **Insured Car** belongs to someone else or is the subject of a hire purchase or leasing agreement the **Insurer** will make any payment for its total loss or destruction to its owner to the extent of their legal entitlement (whose receipt shall be a full and final discharge) rather than to **You**.

### What is not covered by this Section

- (a) **Young** or **Inexperienced Drivers' Excess** **You** will be required to pay the first part of the cost of each claim as shown on the reverse of **Your Certificate of Motor Insurance**.
- (b) Loss of use of the **Insured Car** or any loss resulting from loss of use of the **Insured Car**.
- (c) Wear and tear or depreciation.
- (d) Mechanical, electrical, electronic or computer fault, failure, malfunction or breakdown.
- (e) Damage to tyres caused by bursts, cuts, punctures or braking not as a direct result of an accident.
- (f) The cost of parts in excess of the manufacturer's last United Kingdom list price.
- (g) Loss of or damage to the **Insured Car** by deception by a purchaser or agent.
- (h) That part of the cost of any repair or replacement which improves the **Insured Car** beyond its condition before the loss or damage occurred.
- (i) Any depreciation in the **Market Value** of the **Insured Car** following its repair the cost of which is the subject of a claim under this insurance.
- (j) Cassette tapes and compact discs.
- (k) The policy **Excess** applicable to Subsection 4 as shown on the reverse of **Your Certificate of Motor Insurance**.
- (l) Any policy or voluntary excess applicable as shown on the reverse of **Your Certificate of Motor Insurance**.
- (m) Loss or damage to your car arising from theft when the ignition keys are left unattended in or on your car.
- (n) The **Insured Car** being confiscated or destroyed by or under order of any government or public or local authority.
- (o) Loss from taking the **Insured Car** and returning it to the legal owner.
- (p) Loss or damage as a result of a deliberate act by anybody **Insured** by this policy.

## What is covered by this Section

### SUBSECTION 2

#### Replacement Car

If the **Insured Car** is less than one year old from the date of first registration as new and is in current production and **You** have been the first and only registered keeper and it is stolen and not recovered within 28 days of the date of written notification to the **Insurer** or damaged so that repair will cost more than 60% of the manufacturers latest United Kingdom recommended list price including car tax and VAT at the date the damage occurred the **Insurer** will with **Your** agreement and that of any interested parties replace it with a new car of the same make model and specification if immediately available in the United Kingdom. The stolen or damaged car will then become the property of the **Insurer**.

### SUBSECTION 3

The **Insured Car's** audio, satellite navigation and/or communication equipment. The **Insurer** will pay for the loss of or damage to the **Insured Car's** manufacturer fitted audio, satellite navigation and/or communication equipment permanently fitted to the **Insured Car** provided their values have been included within the **Market Value** (including accessories) declared to the **Insurer**. If the audio, satellite navigation and/or communication equipment is non-manufacturer fitted, a £500 limit will apply. All claims will be subject to deduction of any Excess applicable at the time of the claim. If at the time of loss or damage **You** are an **AA Member** the limit of £500 will be increased to £1,000.

### SUBSECTION 4

#### Glass damage

The **Insurer** will pay for the repair or replacement of glass in the windscreen or window(s) of the **Insured Car** and the scratching of its bodywork caused solely by this damage. If this is the only damage claimed for, **Your No Claim Discount** will not be affected and is subject to **You** having to pay the applicable windscreen **Excess** as shown on your **Certificate of Motor Insurance**. Glass damage does not apply to sun roofs. These are covered under Subsection 1 of this Section.

\*Note Third Party Fire and Theft: Section 2, Section 14 and Section 15 only apply in respect of loss or damage caused directly by Fire or Theft.

## Section 3

# Personal belongings

### What is covered by this Section

The **Insurer** will pay **You** or if **You** so wish the owner of such personal belongings their value up to a total of £250 for any one occurrence for loss of or damage to the personal belongings including portable satellite navigation equipment while in or on the **Insured Car** as a result of an accident to the **Insured Car**

or Fire

or Theft

If at the time of the accident or loss **You** are an **AA Member** the limit of £250 will be increased to £500, other than for portable satellite navigation equipment where the limit remains at £250.

### What is not covered by this Section

- (a) Money, stamps, tickets, documents or securities.
- (b) Goods, tools or samples carried in connection with any trade or business.
- (c) Property insured under any other policy.
- (d) Personal belongings in the **Insured Car** if it is an open top or convertible vehicle unless the property is in a locked compartment.
- (e) Loss or damage to portable satellite navigation equipment caused by theft or attempted theft from the **Insured Car** whilst unattended unless the equipment has been placed in a locked covered boot or glove compartment.

## Section 4

# Trailers

### What is covered by this Section

The cover indicated in the **Statement of Insurance** and the **Policy Summary** of this Insurance Document is extended to apply to any single-axle trailer kept in a safe and roadworthy condition while attached to the **Insured Car** subject to any **Excess** that may apply to this insurance.

### What is not covered by this Section

- (a) Caravans, trailer tents, horseboxes, vehicle transporters or food bars.
- (b) Any trailer having a **Market Value** in excess of £500.

## Section 5

# Injury to you and/or your partner

### What is covered by this Section

If **You** and/or **Your Partner** suffer(s) accidental bodily injury involving the **Insured Car** or while travelling in or getting into or out of any other private car. Then provided that within three months of the accident such injury is the sole cause of:

death

or the loss of a limb

or the irrecoverable loss of all sight in one or both eyes

the **Insurer** will pay an amount of £5,000 in respect of **You** and **Your Partner** if injured but only one payment per person will be made in respect of any one accident.

Payment will be made direct to the insured person or to the legal representative of that person.

If **You** or **Your Partner** hold any other motor insurance, payment will be made under one insurance only.

If at the time of an accident **You** are an **AA Member** the above specified benefit will be increased to £7,500.

### What is not covered by this Section

- (a) Any intentional self injury, suicide or attempted suicide or any injury arising wholly or in part from natural disease or weakness in any form.
- (b) Death of or bodily injury, to any person who at the time of the accident was under the influence of drugs or alcohol to an extent which would constitute an offence under the driving laws of the country in which the accident occurred.

## Section 6

# Medical expenses

### What is covered by this Section

If any occupant of the **Insured Car** is injured in an accident involving the **Insured Car** the **Insurer** will refund any medical expenses incurred up to £300 for each person injured. If at the time of an accident **You** are an **AA Member** the limit of £300 will be increased to £400.

## Section 7

# Emergency treatment

The **Insurer** will pay for any emergency treatment fees arising from an accident covered by this insurance as required by the Road Traffic Acts. If this is the only payment made **Your No Claim Discount** will not be affected.

## Section 8

# Car sharing

### What is covered by this Section

In Great Britain or Northern Ireland if **You** or any **Permitted Driver** accept payments as part of a car sharing arrangement for the carriage of passengers in the **Insured Car** for social or other similar purposes this will not be regarded as the carrying of passengers for hire or reward or as use for hiring but will be regarded as a use covered by this insurance provided that the total payments for the journey do not involve an element of profit and the passengers are not being carried in the course of a business of carrying passengers.

### What is not covered by this Section

- (a) Vehicles constructed or adapted to carry more than eight passengers (excluding the driver).

## Section 9

# No claim discount

If no claim has been made during the current insurance year, the **Insurer** will include a discount in **Your** renewal premium. The amount of discount will be in accordance with the **Insurer's** scale of **No Claim Discount** applicable at the time of renewal.

**If a claim has been made and Your No Claim Discount remains outstanding from your previous insurers You may be required to prove Your entitlement by producing written evidence from Your previous insurers.**

If a claim has been made or arisen under this insurance in any one period of insurance **Your No Claim Discount** will be reduced at the next renewal in accordance with the **Insurer's** 'step back' scale applicable at the time of renewal subject to any **No Claim Discount** Protection condition that may apply to this insurance. **You** may not transfer **Your No Claim Discount** to anyone else.

### Claims that do not affect your No Claim Discount

- If the only claim **You** make is
- under Glass damage – Section 2 Subsection 4
  - or
  - under Emergency Treatment – Section 7
  - or
  - for incidents for which the **Insurer** obtains a full recovery of all payments made

it will not count as a claim for the purposes of **No Claim Discount**.

## Section 10

# Travelling abroad

### SUBSECTION 1

#### Compulsory Cover outside the Territorial Limits

The **Insurer** will provide the minimum legal cover to enable **You** or a **Permitted Driver** to drive and use the **Insured Car** in

(a) Any country which is a member of the European Union.

(b) Any other country whose arrangements meet the requirements of and are approved by the Commission of the European Union.

Where this cover is less than that provided under Great Britain minimum legal requirements the higher level will apply.

### SUBSECTION 2

#### Full Policy cover outside the Territorial Limits

The **Territorial Limits** are automatically extended for a period of 90 days in any one period of insurance to include any member country of the European Union, Switzerland, Iceland, Norway, Croatia and Liechtenstein.

Use of the **Insured Car** for periods in excess of 90 days must be notified in advance and cover may be provided at the discretion of your insurer and at a premium to be advised, no cover beyond the minimum legal requirements will apply unless this condition is met. Where this cover is less than that provided under Great Britain minimum legal requirements the higher level will apply.

The Insurance cover applies while the **Insured Car** is being transported (including loading and unloading) along a recognised sea, air or rail route between any countries to which the Insurance applies provided the journey does not take longer than 65 hours under normal conditions.

Cover in these countries is conditional upon **Your** main permanent residence being in the United Kingdom and the visit being only a temporary one.

Visits to any country not listed above must be notified in advance and if acceptable to your **Insurer** a green card will be issued at a premium to be advised, no cover will apply unless this condition is met.

If **You** make a valid claim for loss of or damage to the **Insured Car** the **Insurer** will pay the reasonable cost of transporting and delivering the **Insured Car** to **Your** address in the United Kingdom by sea and/or by a recognised land route when repair has been completed.

The **Insurer** will pay any customs duty for which **You** are liable on the **Insured Car** after it has been temporarily imported into any country notified to be visited by **You** as the direct result of any loss or damage covered by this insurance.

## Section 11

# General exclusions

This insurance does not cover any accident injury loss damage or liability:

1. when the **Insured Car** is being driven by or is in the charge of for the purpose of being driven by a person who is not a **Permitted Driver** or is being used for any purpose not specified in **Your Certificate of Motor Insurance** but the **Insurer** will cover **You** if
  - (a) the **Insured Car** is being used without **Your** consent  
or
  - (b) the **Insured Car** is in the custody or control of a member of the motor trade for service or repair  
or
  - (c) **You** did not know after reasonable enquiry that the person driving or in charge of the **Insured Car** did not hold a licence to drive it or has held and is not disqualified for holding or obtaining such a licence.
2. when the **Insured Car** is being driven by or is in charge of for the purpose of being driven by a person who is not complying with any conditions attaching to their driving licence.
3. attaching as a result of an agreement or contract unless that liability would have existed otherwise.
4. arising outside the **Territorial Limits** other than as provided for in Section 10 Travelling Abroad.
5. directly or indirectly caused by
  - (a) ionising radiation or radioactive contamination from nuclear fuel or waste; or
  - (b) the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.
6. caused directly or indirectly by or arising from any of the following, regardless of any other contributory cause or event:
  - (i) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to an uprising, military or usurped power.
  - (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above except as is necessary to meet the requirements of the Road Traffic Acts.
7. other than under section 1 and 7, arising from or caused by:
  - (a) earthquake
  - (b) riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
8. when any vehicle insured by this Insurance Document is being driven or used in or on that part of an aerodrome airport airfield or military base provided for
  - (a) the take off or landing of aircraft and for the movement of aircraft on the surface
  - (b) aircraft parking aprons including the associated service roads refuelling areas and ground equipment parking areas.

## Section 12

# General conditions

### SUBSECTION 1

#### General

The insurance described in this Insurance Document will only apply if

- (a) the person claiming has observed all the terms conditions and **Endorsements** of this Insurance Document.
- (b) You have taken all reasonable steps to protect the **Insured Car** from any loss or damage. **You** must have also kept the **Insured Car** in an efficient and roadworthy condition and allow the **Insurer** free access to examine it at any reasonable time.

### SUBSECTION 2

#### Cancellation

Procedures are explained below dependent on who invokes cancellation. Please note that if **You** cancel **Your** Car Insurance policy or it is cancelled by **AAIS** or **Your Insurer** for any reason then any add on products such as Motor Legal Protection and/or AA Car Hire shall automatically be cancelled on the same date.

In all cases the Certificate of Motor Insurance must be returned to **AAIS**.

#### You

If **You** need to cancel **Your** policy contact **AAIS** on 0870 1600 137 or write to AA Insurance Services, PO Box 2AA, Newcastle NE99 2AA.

**You** will, for a period of 14 days from the date **You** receive **Your** policy documentation or the date **You** enter into the contract (whichever is later), have a right to cancel this **policy** and receive a refund (unless **You** have made a total-loss claim). This refund will be subject to a proportionate charge for the period of cover **You** have received and a £20 administration fee. Where cover has not commenced prior to the end of this 14-day period **You** will be entitled to a full refund of the premium **You** have paid.

Beyond the above period, **You** may cancel this insurance at any time. No refund will be allowed if a claim has been made or has arisen under this insurance prior to such cancellation during the current period of insurance. If **You** have chosen to pay **Your** annual premium by instalments **You** must continue to pay **Your** monthly Direct Debit. Any return of premium due will be based on a pro rata calculation for the period of cover. If **You** cancel **Your** policy after the 14-day period has elapsed, we will charge a cancellation fee of £50.

#### AAIS (Instalment defaults)

If **You** are paying by instalments **You** irrevocably authorise **AAIS**, as **Your** agent, at **AAIS'** discretion to cancel this insurance 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 the cancellation fee of £50. Any residual balance of return premium will be paid to **You**. Please note where a claim has arisen under this insurance and the policy is cancelled under this paragraph, no refund will be available from the **Insurer** and **You** must pay the sum **You** owe to **AAIS** contained in the default notice in full.

#### The Insurer or AAIS (excluding instalment default cancellations)

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.

If **AAIS** becomes insolvent then the **Insurer** may either, at its option (1) appoint an administrator to take over **AAIS'** role of collecting premium from **You** and passing such premium to the **Insurer**, or cancel this policy upon 30 days notice and give **You** a refund of any premium paid in respect of the unexpired period left on the policy. In the latter case, the **Insurer** may contact **You** to offer **You** a replacement policy directly with the **Insurer**. The **Insurer** shall ensure that the offer of a replacement policy is on no worse terms than **your** existing policy and the **Insurer** agrees to waive **your** duty of disclosure in relation to the replacement offer. Purchasing such replacement policy with the **Insurer** shall be optional.

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

### SUBSECTION 3

#### Making a claim

- (a) When an accident injury loss or damage occurs **You** or **Your** legal representative or any person claiming the benefit of this insurance must
    - (i) notify the **Insurer** in writing as soon as reasonably possible giving full details as may be required by the **Insurer**
    - (ii) if requested by **Your Insurer** confirm proof of **No Claim Discount** entitlement if previously unproven by producing written evidence from **Your** previous insurance company
    - (iii) send to the **Insurer** unanswered any letter claim writ or summons immediately after it is received
    - (iv) tell the **Insurer** immediately after receipt of notification of a prosecution coroner's inquest or fatal accident enquiry or any other proceedings whether criminal or civil in connection with any accident for which there may be liability under this insurance
    - (v) not make any admission, offer, repudiation or promise of payment without the **Insurer's** written consent.
  - (b) The **Insurer** will be entitled to take over and conduct at the **Insurer's** expense in **Your** name or in the name of any other person insured by this Insurance Document.
    - (i) the negotiation defence or settlement of any claim
    - (ii) legal proceedings to recover for the **Insurer's** own benefit any payments made under this insurance
- You** or any other person covered by this insurance must give the **Insurer** all the help and information they may need.
- (c) If at the time a valid claim is made under this insurance there is another insurance in force covering the same claim the **Insurer** will pay only their proportionate share of the claim (except under Section 5 – Injury to **You** and/or **Your Partner**). However this will not impose any liability which has been excluded by exclusion (d) of Section 1 of this insurance.
  - (d) If the law of any country in which this insurance operates obliges the **Insurer** to pay a claim which would not otherwise be within the scope of this insurance the **Insurer** is entitled to recover the amount from **You** or the person who incurred the liability.
  - (e) If **You** make a claim which is at all false or fraudulent, or support a claim with any false or fraudulent statement or documents, **You** will lose all benefit and premiums **You** have paid for this policy. In addition **We** may recover any sums paid by way of benefit under this policy. If **You** fraudulently provided us with false information, statements or documents **We** may record this on the anti-fraud databases; **We** may also notify other organisations.

### SUBSECTION 4

#### 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, Channel Islands 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.

#### General Revision Endorsement 2001 – The Contracts (Rights of Third Parties) Act 1999

Save for the rights granted to AA Insurance Services 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.

## Section 13

# Additional or replacement car

**You** must notify **AAIS** of any change of car or the acquisition of an additional car and cover for the new **Insured Car** shall be subject to such terms and adjustment of premium as the **Insurer** may require. **Your Certificate of Motor Insurance** specifies the **Insured Car** by its vehicle registration number and no cover applies to any additional or replacement car until a **Certificate of Motor Insurance** or a temporary cover note bearing the vehicle registration number of the additional or replacement car has been issued to **You**.  
\*Note Third Party Fire and Theft: Section 2, Section 14 and Section 15 only apply in respect of loss or damage caused directly by Fire or Theft.

## Section 14

# Lost or stolen keys

### What is covered by this Section

If the keys, lock transmitter or entry card for a keyless entry system of the **Insured Car** are lost or stolen, the **Insurer** will pay up to £500 towards the cost of replacing:

- all entry locks that can be opened by the missing item;
- the lock transmitter, entry card and central locking system;
- the ignition and steering lock;

as long as the **Insurer** is satisfied that any person who may have **Your** keys, transmitter or card knows the identity or garage address of the **Insured Car**. The **Insurer** will also pay the reasonable cost of protecting the **Insured Car**, transporting it to the nearest repairers when necessary and delivering it after repair to **Your** address.

### What is not covered by this Section

The **Insurer** will not pay:

- any claim where the keys, lock transmitter or entry card are either:
  - a) left in or on the **Insured Car** at the time of the loss; or
  - b) taken without **Your** permission by a member of **Your** immediate family or person living in **Your** home.

\*Note Third Party Fire and Theft: Section 2, Section 14 and Section 15 only apply in respect of loss or damage caused directly by Fire or Theft.

## Section 15

# Child car seats

If **You** have a child car seat or booster seat fitted to the **Insured Car** the **Insurer** will pay for the cost of replacement of a child seat or booster seat with a new one of a similar standard following any loss or damage resulting from an accident involving the **Insured Car**, or any loss or damage caused by fire, theft or attempted theft from the **Insured Car**.

\*Note Third Party Fire and Theft: Section 2, Section 14 and Section 15 only apply in respect of loss or damage caused directly by Fire or Theft.

## Section 16

# Overnight accommodation or onward transport

### What is covered by this Section

If **you** are unable to continue **your** journey as a result of loss or damage to the **Insured Car** under subsection 1 of section 2 'Loss or damage' of this policy wording, the **Insurer** will pay **you** up to £40 per person (£200 max for all occupants of the vehicle) in respect of:

- travelling expenses for occupants of the **Insured Car** towards reaching **your** destination; and/or
- 1 night's hotel accommodation for occupants of the **Insured Car** where loss of use necessitates an unplanned overnight stop. **You** must pay for the accommodation or travelling expenses yourself and submit receipts for the **Insurer** to reimburse **you**.

### What is not covered by this Section

Excluding newspapers, drinks, telephone calls and meals.

This service does not operate outside of the **Territorial Limits**.

# Use of your personal information

- 1 The AA group of companies\* (including the Automobile Association Personal Finance Limited) (“we”) will use your personal information for the following purposes:
  - (a) identify you when you contact us;
  - (b) 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) 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) carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
  - (e) help to prevent and detect fraud or loss; and
  - (f) contact you in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and selected partners unless you have previously asked us not to do so;
- \* A list of companies forming the AA group of companies is available from the Data Protection Manager at the address given below.
- 1.2 We may allow other people and organisations to use information we hold about you for the purpose of providing services you have asked for, as part of the process of selling one or more of our 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 other people 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.
- 1.3 We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance.
- 1.4 We will check your details with fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this. We 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 us other satisfactory proof of identity.

# Use of your personal information

## Continued

- 1.5 Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in this document, and that they have not objected to such use of their personal information. Where you give us 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 our processing such information in the manner set out in this document.
- 1.6 In connection with this contract we, and other companies in our group, may carry out credit and fraud prevention checks with one or more licensed credit reference and fraud prevention agencies. We and they may keep a record of the search. Information held about you by these agencies may be linked to records relating to other people living at the same address with whom you are financially linked. These records will also be taken into account in credit and fraud prevention checks. Information from your application and payment details of your account will be recorded with one or more of these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household with whom you are financially linked and for debt collection and fraud prevention. This includes those who have moved house and who have missed payments.

If you provide false or inaccurate information to us and we suspect fraud, we will record this and may share it with other people and organisations. We, and other credit and insurance organisations, may also use technology to detect and prevent fraud.

If you need details of those credit agencies and fraud prevention agencies from which we obtain and with which we record information about you, please write to our Data Protection Compliance Manager at The Automobile Association, Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA.





## Call to find out more about:

### Insurance

- Car Insurance
- Motorcycle Insurance
- Van Insurance
- Classic Car Insurance
- Home Insurance
- Travel Insurance
- Life Insurance
- Pet Insurance
- Caravan Insurance
- Holiday Homes Insurance
- Personal Injury Claims
- Overseas Car Insurance
- Golf Insurance
- Business Insurance

### Breakdown

- Breakdown Cover
- European Breakdown Cover

### Other Services

- Driving School
- Maps, Guides and Atlases

Call **0800 21 11 11** or visit  
**theAA.com**

You may contact us using Text Relay. Information is also available in large print, Braille and audio on request. Please call for details.

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Registered Office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA. England and Wales. Registered Number: 2414212.  
Telephone calls may be monitored or recorded for quality assurance and compliance.