

# **Contents Policy Booklet** October 2015

**Home Insurance** 



# WELCOME TO AA INSURANCE SERVICES

A warm welcome and thank you for arranging your home insurance with AA Insurance Services. Our aim is to combine value for money with peace of mind, making home insurance as straightforward as possible. Your home insurance is provided by one of a panel of Insurers and details of the name and contact details can be found clearly on your Statement of Insurance issued with this policy booklet.

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

The AA is able to offer you more than just great deals on home insurance. If you want more information on our other products or services, we can help you. Either call us or visit our website on theAA.com.



# A GUIDE TO YOUR POLICY BOOKLET

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# **POLICY SUMMARY**

This is a summary of the main features and benefits of this policy which is intended to provide you with basic details of your home insurance contract. You will find your insurance cover, who the home insurance is provided by and the dates the insurance is valid for on your Statement of Insurance in the 'Your Authorised Insurer' Section. This is not a statement of the full terms and conditions of your policy, which can be found in this policy booklet and should be read in conjunction with your Statement of Insurance.

In addition, please see specific endorsements which apply to your policy as some sections may be restricted or excluded depending on your individual circumstances.

### Main features and benefits

### Section 1 – Standard Contents Cover

This provides cover against specific events such as fire, theft, storm or flood to replace the contents within your home as new based upon the present day replacement value of all your contents. The insured value of your contents including valuables and personal belongings will be shown on your Statement of Insurance. A single article limit of £1,500 applies for valuable and personal belongings other than any items specified on your Statement of Insurance.

The standard contents policy includes:-

- (1) Full accidental damage cover on all your non-portable gas and electrical equipment or appliances.
- (2) Freezer food spoilage up to £500.
- (3) Money up to £750 and credit/debit card fraud up to £500.
- (4) Theft of items from your outbuildings or your domestic garage up to £3000.
- (5) £1,000 cover for replacement keys and locks if your keys are lost or stolen anywhere in the world
- (6) Loss of metered water or oil up to £2,500

(Refer to Contents Policy Section 1 for details of other benefits).

### Section 2 - Optional accidental loss or damage cover for household goods

Extends cover to include accidental loss or damage to household goods (except valuables and personal belongings) in and temporarily away from your home.

# Section 3 – Optional accidental loss or damage anywhere in the world for valuables, personal belongings and money

Provides accidental loss or damage cover whilst away from your home and, anywhere in the world. Each item not exceeding £1,500.

# Section 3a – Optional accidental loss or damage anywhere in the world for specified valuables and personal belongings

Provides accidental loss or damage cover whilst away from your home and, anywhere in the world. Each item valued in excess of £1,500.

### Are there any significant exclusions or limitations to this policy and where will I find them?

The standard contents policy excludes:-

- (1) The first £100 of each incident of loss or damage unless otherwise stated in your statement of insurance. The first £250 of each incident of loss or damage in the event of escape of water. These may be increased by endorsement. For details, check the endorsements applicable to your policy. Please note if you hold Buildings and Contents insurance with AA Insurance Services and claim under both sections you will be required to pay the excesses under both sections.
- (2) Loss or damage if your home was unfurnished or unoccupied at the time of loss or damage for claims under Section 1 sub sections 2, 3, 7, 9 and 13 (Refer to the Contents Policy Section 1).

Our Optional extra cover Sections 2, 3 and 3a excludes:-

(1) Damage from any process of cleaning, drying, dyeing, heating or washing. (Refer to Contents Policy Section 2, 3 and 3a).

Our Optional extra cover Sections 3 and 3a excludes:-

(1) Loss or damage caused by theft or attempted theft from unattended motor vehicles unless items are in a locked covered boot or glove compartment and there is evidence that forcible and violent entry took place. (Refer to Contents Policy Sections 3 and 3a).

### What if I change my mind about continuing with this policy?

If you need to cancel your policy contact AAIS on 0343 316 1617.

You will, for a period of 14 days from the day you receive your policy documentation or the date you enter into the contract (whichever is the later), have the right to cancel this policy and receive a refund (unless you have made a total-loss claim). This refund will be subject to a charge from your insurer for the period of cover you have received and AAIS may retain its arrangement fee of £9. 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 and a full refund of any AAIS arrangement fee.

Beyond the above period, you will still be entitled to cancel this policy, however further terms and conditions will apply in these circumstances. Full details of the action you need to take and the conditions upon which this right applies are included within your policy document (refer to General Conditions that apply to the whole policy).

### What if I need to make a claim?

If you wish to make a claim please telephone the number shown in your Statement of Insurance.

### What do I do if I am unhappy with the service I receive?

If you wish to complain please contact us using the details below.

Phone: 0344 209 0556 Email: customersupport@theAA.com

Post: Member Relations The Automobile Association Lambert House Stockport Road Cheadle Cheadle SK8 2DY If you remain unbappy with a

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 at Insurance Division, Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Tel: 0800 023 4567 or 0300 1239 123. Email: complaint.info@financial-ombudsman.org.uk

### Is there any protection for me if my insurer is unable to meet its liabilities?

Your insurer is covered by the Financial Services Compensation Scheme (FSCS). 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 claims. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.

# **ENDORSEMENTS RELATING TO YOUR POLICY**

### What are they?

Endorsements are changes to the normal cover set out in this policy booklet which may apply to your policy. For example, so that you may receive a discount for extra security features.

If any endorsements apply to your policy, they will be listed in the Endorsement section of your policy documentation. If you are not sure what they mean, please phone our **Customer Services Helpline** on **0343 316 1617**.

# **DEFINITIONS – AA CONTENTS INSURANCE**

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

AAIS	Automobile Association Insurance Services Limited.
Accidental damage	Unexpected and unintended damage caused by sudden and external means.
Authorised insurer	For Sections 1, 2, 3 and 3a, the authorised insurer is the insurer shown on <b>your</b> Statement of Insurance.
Bedroom	A room used as a bedroom or originally intended to be used as a bedroom but now used for other purposes.
Building	<ul> <li>Your home as shown in the Statement of Insurance and, if they form part of the property:</li> <li>(a) tennis hard courts, swimming pools, ornamental ponds, fountains, terraces, patios, paths, drives, car ports, boundary and garden walls, gates, hedges and fences;</li> <li>(b) fixtures and fittings which belong to you as owner of the home; and</li> <li>(c) tanks, drains, pipes and cables which service your home.</li> </ul>
Business equipment	Computer equipment, facsimile machines, photocopiers, typewriters, word processors, telecommunication equipment, office furniture and stock (not held for sale).
Contents	<ul> <li>Household goods, including tenant's interior decorations, <i>valuables</i> and <i>personal belongings</i>, up to the limit shown in the <i>Statement of Insurance</i>.</li> <li><i>Money</i> up to £750.</li> <li><i>Fixtures and fittings</i> which belong to <i>you</i> as tenant of <i>your home</i>.</li> <li>Satellite dishes, radio and television aerials, fittings and masts fixed to <i>your home</i>.</li> <li>Contents are only covered if: <ul> <li>(a) they belong to <i>you</i>;</li> <li>(b) <i>you</i> are responsible for them under a hiring or legal agreement; or</li> <li>(c) <i>you</i> are legally liable for them.</li> </ul> </li> <li>The following are not included as contents.</li> <li>(a) Road vehicles or any other mechanically propelled or assisted vehicles or toys except domestic gardening equipment, electric wheelchairs and remote-controlled or battery-powered models or toys.</li> <li>Caravans, horse boxes, trailers and trailer tents.</li> <li>Aircraft and hovercraft.</li> <li>Boats, boards and any other watercraft designed to be used in or on water.</li> <li>(b) Parts or accessories designed for or intended for use in or on any item defined in (a) above.</li> <li>(c) Any living creature.</li> </ul>
Endorsements	Any changes to the terms of <b>your</b> policy.
Fixtures and fittings	Built-in furniture. Built-in domestic appliances. Fixed glass and sanitary ware. Fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters. Fixed wall, floor and ceiling coverings (other than carpets).
Heave	Upward movement of the ground beneath the <b>building</b> as a result of the soil expanding or swelling.
Home	The house, bungalow, flat or maisonette shown in the <i>Statement of Insurance</i> . Domestic garages belonging to the <i>property</i> . Outbuildings if they form part of the <i>property</i> . Excluding items indicated in <b>(a)</b> , <b>(b)</b> and <b>(c)</b> under <i>building</i> .

# **DEFINITIONS – AA CONTENTS INSURANCE (continued)**

Insured value	The amount shown in the <b>Statement of Insurance</b> as the most <b>we</b> will pay for any number of claims arising from the same event.
Landslip	Downhill movement of soil on sloping ground.
Optional Policy Enhancements	Any additional AA policies that <b>you</b> have chosen to purchase which are connected to this policy.
Money	Cash, cheques, money or postal orders, current postage stamps, National Insurance stamps, saving stamps or certificates, premium bonds, travellers' cheques, luncheon vouchers, gift tokens and travel or admission tickets. ( <i>We</i> will only pay the cost of replacing a ticket from the date of loss to the date it would have run out, and only if <i>you</i> cannot get a free replacement ticket.) Cover only applies if these are held for private purposes.
Personal belongings	Clothing (including items of leather and sheepskin) and personal items designed to be worn, used or carried. (This does not include <b>valuables</b> or <b>money</b> .) Pedal cycles, sports equipment (other than excluded under <b>contents</b> ) and camping equipment (excluding trailer tents), unless it is shown under <b>contents</b> as not being covered.
Policyholder	The person(s) named in the <b>Statement of Insurance.</b>
Property	The <b>building</b> and the land within its boundary.
Settlement	The natural downward movement as a result of the soil being compressed by the weight of new <b>buildings</b> within ten years of construction.
Subsidence	Downward movement of the ground beneath the <b>building</b> where the movement is unconnected to the weight of the <b>building</b> .
Statement of Insurance	The document which gives details of <b>you,</b> the <b>authorised insurer</b> , the <b>home</b> and cover.
Unfurnished	When <b>your home</b> is not sufficiently furnished for normal living purposes for more than 30 consecutive days.
Unoccupied	When <b>your home</b> has not been lived in by <b>you</b> , or a person authorised by <b>you</b> , for more than 30 consecutive days.
Valuables	Jewellery, furs (other than sheepskin), watches, items made of gold, silver and other precious metals, photographic equipment (including video cameras and camcorders), portable audio visual, laptops or other computer equipment (which does not include any equipment only capable of use when connected to mains electricity), mobile phones, microscopes, telescopes, binoculars, portable musical instruments, pictures and other works of art, collections or sets of stamps/coins/medals.
We, our, us	The authorised insurer shown in the Statement of Insurance.
You, your	The <b>policyholder</b> , their spouse/partner, relatives and domestic employees normally living at <b>your home</b> .

# YOUR CONTRACT OF INSURANCE

### Introduction to your contents insurance cover

Insurance has been arranged between an insurance company or certain underwriters at Lloyd's (being the authorised insurer) and you, the insured. The name of the authorised insurer can be found in the Statement of Insurance.

This *authorised insurer* relied on the information and statements *you* gave when they agreed to provide cover. This information and statements together with this policy booklet, the *Statement of Insurance* and any *endorsements* form the contract of insurance and must be read together as one document. Please read *your* policy booklet which includes the policy summary (on page 2) carefully to make sure they meet *your* needs.

The **authorised insurer** has agreed to insure **you** under the terms, conditions and exclusions in or endorsed on this policy booklet. **You** are insured against liability, loss or damage that may happen during any period of insurance for which **you** have paid or agreed to pay the required premium.

For Lloyd's Policies: In order that these documents may be signed and issued as evidence of the insurance, the *authorised 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.

### Important

You must take reasonable care to ensure that the information provided by you or on your behalf in relation to your AA Contents Insurance is provided honestly, fully and to the best of your knowledge. If any of your insurance, or personal, details set out on your Statement of Insurance are incorrect or incomplete, or if you need to make a change (e.g. change of address), please call the Customer Services Helpline as soon as possible. **Failure to do so may result in your insurance being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid**.

For a full listing of notifiable changes, please see section *General Conditions that Apply to the Whole Policy* on pages 19-20.

You will find full details of what is covered and what is not covered on the following pages. But if at any time you need more information, or would like to check your cover, please phone our Customer Services Helpline on **0343 316 1617**.

# **SECTION 1: Standard Contents Cover**

### Your Statement of Insurance will show the insured value.

### What is covered

- 1. Contents (see definitions).
- 2. Up to 20% of the *insured value* for any one claim in respect of costs *we* have agreed in advance for alternative accommodation (which is of a similar size and standard to *your home*) and cost of temporary storage of the *contents* if *your home* cannot be lived in as a result of loss or damage insured by this section of the policy.

### What is NOT covered

- The first £100 of each incident of loss or damage unless otherwise stated in *your Statement of Insurance* except for claims for escape of water where the first £250 of each incident of loss or damage is not covered. Please note if *you* hold Buildings and Contents insurance with *AAIS* and claim under both sections *you* will be required to pay the excesses under both sections.
- 2. Any amount above the limit shown on *your Statement of Insurance* for a single item, collection or set of *valuables* or *personal belongings* unless specified on the *Statement of Insurance*.
- 3. Financial securities, certificates or documents of any kind, unless they are stored in a bank safe deposit or in the strongroom of a bank or solicitor's offices.
- 4. Shortages of *money* due to clerical or accounting errors and/or omissions.

### Where they are covered

- 1. In your home.
- 2. While stored in a bank safe deposit or in the strongroom of a bank or solicitor's offices.

### What they are covered against

Loss or damage caused by:

- 1. Fire, smoke, lightning, explosion, earthquake, storm, flood, and smudging as a result of fixed oil-fired central heating.
- 2. Theft or attempted theft.

BUT NOT while **your home** or any part of it is lent, let, sublet or shared, unless there is forcible and violent entry into or exit from it;

OR if your home was unfurnished or unoccupied at the time of the loss or damage;

OR to valuables or money contained in a domestic garage or outbuilding.

The most *we* will pay for any one claim for loss or damage to *contents* contained in outbuildings at the *property* or *your* domestic garages is £3,000 in total.

3. Water or oil as a result of a burst, leaking or overflowing domestic water or heating installation or appliance or piping.

BUT NOT if your home was unfurnished or unoccupied at the time of the loss or damage.

- 4. A collision or impact involving:
  - a vehicle, aircraft or other aerial device (or anything falling from them), or animal; or
    breakage or collapse of a television or radio aerial, satellite dish, or their fittings and masts.
    <u>BUT NOT</u> caused by *your* pets.
- Falling trees, branches, lamp posts or telegraph poles, electricity pylons, poles or overhead cables. BUT NOT the cost of removing the object which has caused the loss or damage.
- 6. Subsidence or heave of the site on which the building stands or landslip.
- 7. Malicious acts or vandalism.

BUT NOT if your home was unfurnished or unoccupied at the time of the loss or damage; OR caused by you or any persons lawfully in your home;

<u>OR</u> caused by or arising from the erasure or distortion of information on computer equipment. <u>OR</u> caused while anyone who is not a member of **your** family is living in the **home** unless force and violence has been used to get into or out of the **home**.

8. Riot, civil commotion, strikes, labour or political disturbances.

### We also provide the following additional benefits.

### What is covered

### 9. Accidental damage to:

- domestic electrical or gas equipment or appliances which are not designed to be portable;
- satellite dishes and aerials:
- mirrors, plate glass tops to furniture and fixed glass in furniture;
- ceramic hobs or tops on free-standing cookers.

BUT NOT loss or damage caused by:

- insects, parasites, or vermin;
- fungus or mildew:
- atmospheric or climatic conditions, frost or the action of light;
- alterations, repairs, maintenance, restoration, dismantling or renovating;
- any process of cleaning, drying, dyeing, heating or washing;
- chewing, scratching, tearing or fouling by pets;
- faulty design or workmanship or using faulty materials;
- mechanical or electrical breakdowns or failure; or
- demolition, structural alterations or structural repairs to your building.

OR loss or damage if your home was unfurnished or unoccupied at the time of the loss or damage.

OR loss or damage caused by or arising from the erasure or distortion of information on computer equipment. OR loss or damage to:

- films, records, audio or video tapes, computer or compact discs, or cassettes;
- hand-held electronic toys or games; and
- mobile phones, portable electronic items including but not limited to laptop computers.

### 10. Credit cards

Financial loss anywhere in the world following the fraudulent use of any credit card, cheque card, banker's card, debit or cash card. (The card must be issued in Great Britain, Isle of Man, Channel Islands or Northern Ireland. Where you have reported your credit card, cheque card, banker's card, debit or cash card for unauthorised or fraudulent use, in most cases, you will only be liable for the first £50 per card.)

BUT NOT financial loss where:

- the loss of the card has not been reported to the police and the card company within 24 hours after discovering the loss;
- the card company's terms and conditions have been broken;
- you have used the card fraudulently; or
- there has been unauthorised use by you or your family.

The most *we* will pay for any one claim is £500.

### 11. Deterioration of food

We will pay up to £500 for:

Deterioration of food or drink in the freezer or fridge in **your home** as a result of:

- the accidental failure of the freezing unit;
- refrigerant fumes;
- an accidental power failure.

The cost of hiring another freezer where **we** have agreed that this is necessary to try and lessen the claim. BUT NOT loss or damage caused by the deliberate act of the supply authority.

OR loss or damage if your home was unoccupied at the time of the loss or damage.

The most we will pay for any one claim is £500.

### 12. Lock replacement

The cost of replacing and fitting new locks or lock mechanisms to external doors, windows, intruder alarms and safes installed in *your home* if the keys are lost or stolen anywhere in the world. The most we will pay for any one claim is £1,000.

### 13. Metered water or heating oil

Loss of metered water or heating oil following accidental damage to the domestic water or heating installation in your home.

BUT NOT loss or damage if your home was unfurnished or unoccupied at the time of loss or damage. The most we will pay for any one claim is £2,500.

### 14. Contents in the open

The *contents* are insured while they are outdoors but within the *property* against loss or damage as a result of causes 1 to 8 of this Section (see page 8).

BUT NOT loss or damage caused by storm, flood or shown as not insured under causes 1 to 8 of this Section (see page 8). OR loss or damage to:

plants, trees, lawn or shrubs; or

valuables or monev.

The most we will pay for any one claim is £1000.

### 15. Contents temporarily removed

Loss or damage as a result of causes 1 to 8 of this Section (see page 8) while the *contents* are temporarily away from your home but within Great Britain, Isle of Man, Channel Islands, Northern Ireland, Republic of Ireland or continent of Europe.

BUT NOT loss or damage shown as not insured under causes 1 to 8 of this Section (see page 8).

OR loss or damage caused by theft unless it involves forcible and violent entry to or exit from a **building**, other than a building in which **vou** are employed or temporarily living.

OR accidental damage to contents unless you have cover under sections 2, 3 or 3a.

OR contents away from your home for sale or exhibition.

OR loss or damage to contents temporarily in Halls of Residence or other term-time student accommodation. OR loss or damage to contents in a caravan, mobile home or motor home, unless the caravan, mobile home or motor home is within the **property**.

The most we will pay for any one claim is £6.000. But for loss or damage caused by theft or attempted theft to contents contained in a domestic garage or outbuilding, the most we will pay for any one claim is £1,000.

### 16. Contents belonging to visitors

Loss or damage as a result of causes 1 to 8 of this Section (see page 8) to **contents** belonging to **vour** visitors. BUT NOT loss or damage to contents which:

- are covered by other insurance; or
- belong to a paying guest or lodger.

The most we will pay for any one claim is £300 for any one visitor.

### 17. Religious festival increase

We will automatically increase the *insured value* under this section by 20% during the 30 days before and the 30 days after the date of the religious festival.

### 18. Wedding and civil ceremony increase

We will automatically increase the *insured value* under this section by 20% during the 30 days before and the 30 days after your wedding or civil ceremony.

### 19. Birth increase

We will automatically increase the *insured value* under this section by 20% for 30 days before and 30 days after the birth of **vour** child.

### 20. Anniversary and Birthday increase

We will automatically increase the *insured value* under this section by 20% during the 30 days before and the 30 days after the date of **your** anniversary or birthday.

### 21. Fatal accident

We will pay £5,000 if the **policyholder** or their spouse/partner die within 60 days as a direct result of fire, theft or assault by an intruder in the **building**.

The most **we** will pay for any one claim is £5,000.

### 22. Household removal

The **contents** are insured while they are being moved by a professional removal contractor to **your** new home anywhere in Great Britain, Isle of Man, Channel Islands or Northern Ireland.

BUT NOT loss or damage while in a furniture store for more than 14 days during the course of removal. 23. Home office

We will pay up to £5,000 in total for loss or damage to business equipment within your home as a result of causes 1 to 9 of this Section (see pages 8 to 9).

BUT NOT loss or damage shown as not insured under causes 1 to 9 of this Section (see pages 8 to 9).

The most we will pay for any one item is £2,000.

### 24. Title deeds

We will pay up to £2,500 to replace the title deeds of your property following loss or damage as a result of causes 1 to 8 of this Section (see page 8) while they are in **your home**.

### 25. Garden Cover

We will pay up to £1,000 in total for loss or damage to hedges, lawns, trees, shrubs and plants that you own, which are outside the *building* but within the boundaries of the *property*, as a result of causes 1-8 of this section (see page 8).

BUT NOT loss or damage not insured under causes 1-8 of this section (see page 8):

- caused by natural ageing
- to trees or shrubs which is not caused by theft
- caused by domestic animals, birds or pets
- · caused by frost
- caused by subsidence, landslip or heave unless your home is damaged by the same cause at the same time.
- · caused by smoke or bonfires.
- from light or atmospheric or climatic conditions.
- caused by insect, vermin, rot, mildew, fungus or poisoning.

# Your liability

### What is covered

1. Your liability as occupier of the building:

*We* will insure *you* for all amounts which *you* have legal liability to pay as compensation for accidents which happen in or around *your property* which result in:

- · death, physical injury, disease or illness to any person; or
- loss of or damage to property.

There is a limit of  $\pm 2$  million for all claims arising from any one accident plus costs and expenses which we agree to in writing.

### 2. Your personal liability:

*We* will insure *you* for all amounts which *you* have legal liability to pay as compensation for accidents not connected with the occupation of *your building* which result in:

- death, physical injury, disease or illness to any person other than your employees; or
- loss of or damage to property.

There is a limit of £2million for all claims arising from any one accident plus costs and expenses which *we* agree to in writing.

### 3. Your liability to your domestic employees:

*We* will insure *you* for all amounts which *you* have legal liability to pay as compensation for causing accidental death, physical injury, disease or illness to any person in *your* domestic employment within Great Britain, Isle of Man, Channel Islands or Northern Ireland.

There is a limit of  $\pm 5$  million for all claims arising from any one incident including costs and expenses which we agree to in writing.

### What is NOT covered

- 1. Liability for:
  - loss of or damage to property (other than temporary holiday accommodation) which belongs to or is in the care of *you* or anyone *you* employ; or
  - physical injury or illness suffered by you or your employees.
- 2. Liability caused by owning any land, buildings or the property.
- 3. Liability as a result of your trade, profession, or employment.
- 4. Liability as a result of any agreement or contract, unless you would have been liable anyway.
- 5. Liability as a result of the ownership, custody, control or use of:
  - firearms (other than legally held shotguns or airguns for sporting activities);
  - animals (other than horses or pets);
  - · horses while being used for hunting, racing or playing polo;
  - pets which are not normally domesticated in Great Britain, the Isle of Man or the Channel Islands; or
  - a dog listed under Section 1 of the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 SI 2292 (NI 21) or any subsequent amending legislation.
- 6. Liability as a direct or indirect result of:
  - · assault or alleged assault; or
  - any deliberate or wilful or malicious act.
- Liability as a result of *you* owning, possessing or using road vehicles or other mechanically propelled or assisted vehicles except:
  - · domestic gardening equipment used within the boundary of the property; or
  - · electric wheelchairs;
  - remote-controlled or battery-powered models or toys;
  - use of a vehicle only as a passenger having no right of control.

- 8. Liability as a result of *you* owning, possessing or using:
  - caravans (other than temporary holiday accommodation), horse boxes, trailers or trailer tents; or
  - aircraft or hovercraft.
- 9. Liability as a result of **you** owning, possessing or using boats (other than temporary holiday accommodation), boards or any other craft or equipment designed for use in or on water except:
  - pedestrian controlled models or toys;
  - hand- or foot-propelled boats which you do not own.
- **10**. Liability which should be covered by compulsory motor insurance or security as required under any Road Traffic Act legislation.
- **11**. Liability arising from The Party Wall etc. Act 1996, which provides a framework for preventing and resolving disputes in relation to party walls, boundary walls and excavations near neighbouring buildings.

### Irrecoverable court awards

### What is covered

*We* will pay all amounts which *you* have been awarded in a court in Great Britain, Isle of Man, Channel Islands or Northern Ireland if after three months the amounts have not been paid to *you* in accordance with the courts award.

*We* will only make this payment if paragraphs 1 and 2 of *your* liability section of the policy would have insured *you* if the award had been made against *you* rather than in *your* favour.

*We* have the right after settling *your* claim to take any action *we* become entitled to upon making payment. BUT NOT if the incident leading to court action happened outside the period of insurance.

OR liability if you are the judgement debtor.

We will not pay if anyone is appealing against your award.

There is a limit of £100,000 for all claims (including legal costs) arising from any one incident.

### Your liability as a tenant

### What is covered

Your liability as a tenant.

*We* will insure *you* for all amounts which *you* have legal liability to pay under a tenancy agreement for *your building* for the cover detailed on pages 12-13.

**BUT NOT** the first £100 of each claim for loss or damage unless otherwise stated in **your Statement of Insurance**. The first £250 of each incident of loss or damage in the event of an escape of water.

The first £1,000 of each incident of loss or damage in the event of *subsidence*, *heave* or *landslip* claim.

OR fees which you incur:

- for preparing your claim; or
- without *our* permission.

<u>OR</u> liability for any loss or damage which happens if **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

<u>OR</u> liability as a result of **you** owning or leasing the **building**.

<u>OR</u> liability arising from The Party Wall etc. Act 1996, which provides a framework for preventing and resolving disputes in relation to party walls, boundary walls and excavations near neighbouring buildings. The most **we** will pay for any one claim is £5.000.

### As a result of

Loss or damage caused by:

1. Fire, smoke, lightning, explosion, earthquake, storm, flood and smudging as a result of fixed oil-fired central heating.

**<u>BUT NOT</u>** loss or damage caused by storm or flood to gates, hedges or fences.

2. Theft or attempted theft.

BUT NOT loss or damage if **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

Water or oil as a result of a burst, leaking or overflowing domestic water or heating installation, or appliance or piping. This includes damage to any water installation caused by freezing or bursting.
 <u>BUT NOT</u> loss or damage if *your home* was *unfurnished* or *unoccupied* at the time of the loss or damage.

OR loss or damage caused by subsidence, heave or landslip.

- 4. Collision or impact involving:
  - a vehicle, aircraft or other aerial device (or anything falling from them), or animal; and
    breakage or collapse of a television or radio aerial, a satellite dish, or their fittings and masts.
    BUT NOT loss or damage caused by *your* pets.
- Falling trees, branches, lamp posts, telegraph poles, electricity pylons, poles or overhead cables. <u>BUT NOT</u> the cost of removing the object which has caused the loss or damage. <u>OR</u> loss or damage caused by lopping, topping or felling of trees on *your property*.
- Subsidence or heave of the site on which the building stands or landslip.
   BUT NOT the first £1,000 of each incident or loss.
   OR loss or damage to tennis hard courts, swimming pools, ornamental ponds, fountains, terraces, patios, paths, drives, car ports, boundary and garden walls, gates, hedges and fences unless your home is damaged by the same cause at the same time.

OR loss or damage caused by:

- coastal or riverbank erosion;
- demolition, structural alterations or structural repairs;
- faulty design;
- foundations which did not meet building regulations at the time of construction;
- any loss or damage where compensation is provided by contract or legislation;
- damage to solid floor slabs or damage resulting from their movement unless the foundations under the
  outside walls of *your home* are damaged at the same time by the same cause;
- damage to the *building* caused by the action of chemicals or by the reaction of chemicals with any materials which form part of the *building*; or
- settlement.
- 7. Malicious acts or vandalism.

**<u>BUT NOT</u>** loss or damage if **your home** was left **unfurnished** or **unoccupied** at the time of the loss or damage.

<u>OR</u> loss or damage caused by **you**, or any persons lawfully in **your home**.

- 8. Riot, civil commotion, strikes, labour or political disturbances.
- Accidental damage for which you are legally responsible to cables, underground pipes or underground tanks servicing the property.
- 10. Accidental damage to glass, ceramic hobs and sanitary fittings all of which are fixed to, and forming part of your home.

# **SECTION 2: Accidental loss or damage for household goods**

Your Statement of Insurance will show if you have cover under this Section.

### What is covered

1. Contents (see definitions).

BUT NOT the first £100 of each incident of loss or damage unless otherwise stated in **your Statement** of Insurance.

OR Money, valuables and personal belongings.

<u>OR</u> loss or damage if **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage. <u>OR</u> financial securities, certificates or documents of any kind unless they are stored in a bank safe deposit or in the strongroom of a bank or solicitor's offices.

### Where they are covered

- 1. In your home.
- While they are outdoors but within the boundaries of your home. The most we will pay for any one claim is £1,000.
- 3. While they are being moved by a professional removal contractor anywhere in Great Britain, Isle of Man, Channel Islands and Northern Ireland.
- 4. While they are temporarily away from your home anywhere in the world. The most we will pay for any one claim is £6,000. But for loss or damage caused by theft or attempted theft to contents contained in a domestic garage or outbuilding the most we will pay for any one claim is £1,000.

### Where they are NOT covered

- 1. In a furniture store for more than 14 days during the course of removal.
- 2. While away from your home for sale or exhibition.
- 3. In Halls of Residence or other term-time student accommodation.
- 4. In a caravan, mobile home or motor home, unless the caravan, mobile home or motor home is within the *property*.

### What are they covered against

 Accidental loss or accidental damage (in addition to the causes 1 to 8 covered under Section 1 on page 8). <u>BUT NOT</u> any loss or damage shown as not insured under causes 1 to 8 (on page 8) of Section 1 of this policy.

OR Any loss or damage while any part of your home is lent, let, sublet or shared.

OR loss or damage if your home was unfurnished or unoccupied at the time of the loss or damage.

OR damage caused by or arising from:

- insects, parasites or vermin;
- fungus or mildew;
- · atmospheric or climatic conditions, frost or the action of light;
- · alterations, repairs, maintenance, restoration, dismantling or renovating;
- · any process of cleaning, drying, dyeing, heating or washing;
- chewing, scratching, tearing or fouling by pets;
- faulty design or workmanship or using faulty materials;
- · mechanical or electrical breakdowns or failure; or
- demolition, structural alterations or structural repairs to your building.

<u>OR</u> loss or damage caused by or arising from the erasure or distortion of information on computer equipment.

# SECTION 3: Accidental loss or damage anywhere in the world for valuables, personal belongings and money

Your Statement of Insurance will show if you have cover under this Section and the insured value.

### What is covered

- 1. Valuables and personal belongings which belong to you or which you:
  - are responsible for under a hiring or legal agreement; or
  - have in **your** custody and are legally liable for.

The most **we** will pay for any item, collection or set is the amount shown as the single article limit on **your Statement of Insurance**.

2. Your money up to £750.

### What is NOT covered

- 1. The first £100 of each incident of loss or damage unless otherwise stated in your Statement of Insurance.
- 2. Contact lenses.
- 3. Shortages of *money* due to clerical or accounting errors and/or omissions.
- 4. Valuables and personal belongings in the custody or control of any member of your family whilst they are living away from the **home** in Halls of Residence or any other term-time student accommodation.

### Where they are covered

 Anywhere in the world in *your* custody or control. But the most *we* will pay for any one claim caused by theft or attempted theft from an unattended motor vehicle is £1,000.

### What are they covered against

 Accidental loss or accidental damage (in addition to the causes 1 to 8 covered under Section 1 on page 8). <u>BUT NOT</u> any loss or damage shown as not insured under causes 1 to 8 (on page 8) of Section 1 of this policy.

OR sports equipment and portable musical instruments which are damaged while in use.

OR damage caused by or arising from:

- · insects, parasites or vermin;
- fungus or mildew;
- atmospheric or climatic conditions, frost or the action of light;
- alterations, repairs, maintenance, restoration, dismantling or renovating;
- any process of cleaning, drying, dyeing, heating or washing;
- · faulty design or workmanship or using faulty materials; or
- mechanical or electrical breakdowns or failure.

OR theft of unattended pedal cycle(s) unless the bicycle is locked in a building or attached by a security device between the cycle frame or back wheel to a permanently fixed structure.

<u>OR</u> loss or damage caused by or arising from the erasure or distortion of information on computer equipment.

<u>OR</u> loss or damage caused by theft or attempted theft from unattended motor vehicles unless in a locked covered boot or glove compartment and there is evidence that forcible and violent entry took place.

# SECTION 3a: Accidental loss or damage anywhere in the world for specified valuables and personal belongings

Your Statement of Insurance will show if you have cover under this Section and the amount insured for each specified item.

### What is covered

1. Items specified in the Statement of Insurance up to their insured value.

### What is NOT covered

The first £100 of each incident of loss or damage unless otherwise stated in **your Statement of Insurance. Valuables** and **personal belongings** in the custody or control of any member of **your** family whilst they are living away from the **home** in Halls of Residence or any other term-time student accommodation.

### Where they are covered

 Anywhere in the world in *your* custody or control. But the most *we* will pay for any one claim caused by theft or attempted theft from an unattended motor vehicle is £1,000.

### What they are covered against

1. Accidental loss or accidental damage (in addition to causes 1 to 8 covered under Section 1 on page 8).

### What they are NOT covered against

Any loss or damage shown as not insured under causes 1 to 8 (on page 8) of Section 1 of this policy.

Sports equipment and portable musical instruments which are damaged while in use.

Damage caused by:

- · insects, parasites or vermin;
- · fungus or mildew;
- · atmospheric or climatic conditions, frost or the action of light;
- · alterations, repairs, maintenance, restoration, dismantling or renovating;
- any process of cleaning, drying, dyeing, heating or washing;
- · faulty design or workmanship or using faulty materials; or
- mechanical or electrical breakdowns or failure.

<u>OR</u> theft of unattended pedal cycle(s) unless the bicycle is locked in a building or attached by a security device between the cycle frame or back wheel to a permanently fixed structure.

<u>OR</u> loss or damage caused by or arising from the erasure or distortion of information on computer equipment.

<u>OR</u> loss or damage caused by theft or attempted theft from unattended motor vehicles unless in a locked covered boot or glove compartment and there is evidence that forcible and violent entry took place.

# **GENERAL CONDITIONS RELATING TO CLAIMS**

These conditions tell **you** what **you** should do if **you** want to make a claim and how **we** will settle **your** claim. If you have any questions about making a claim please phone our Customer Services Helpline on 0343 316 1617.

### 1. Notifying a claim

### (a) What you must do

- Notify the police as soon as possible and obtain a crime reference number if the loss or damage has been caused by theft, attempted theft, malicious people, riot, civil commotion, strikes, labour or political disturbance or any property is lost.
- Phone the number shown on vour Statement of Insurance as soon as possible. We will send vou a claim form which you should fill in and return to us as soon as possible.
- Let us know about any writ, summons or likely prosecutions.
- As soon as reasonably possible after the injury, loss or damage, provide us with details of the claim, including any detailed particulars, proofs or certificates, or original valuations, receipts or proofs of purchases pre-dating the loss, or other documents that **we** may reasonably require, and estimates for repair or replacement. We will not pay for this information unless agreed by us in writing.

### (b) What vou must not do

- **You** or anyone acting for **you** must not negotiate, admit or deny any claim without **our** written permission. Dispose of any damaged items until **we** have had the chance to inspect them.

#### 2. How we will settle your claim

Most insurance companies can get discounts on replacing items. This helps to control claim costs and therefore premiums charged. It is at **our** option that **we** will:

- pay the cost of repair:
- replace the item as new; or
- pay the cost of replacing the item as new.
  - where we can offer repair or replacement through a preferred supplier but we agree to pay a cash settlement, then payment will not exceed the discounted replacement price we would normally pay
  - where we cannot repair or replace the item as new through our preferred suppliers we will pay the full replacement cost of the item with no discount applied

### If the cost of replacing all the *contents* as new is greater than the *insured value* shown on *your Statement* of Insurance, we will pay only that proportion of the loss which the insured value bears to the total value of the **contents** insured.

Repairs completed by **our** approved repairers as a result of a claim covered by this insurance are guaranteed. The length of guarantee will vary depending on your authorised insurer, but will be a minimum of 12 months.

#### Matching suites or sets 3

We treat each item of a matching set or suite of furniture, sanitary fittings, soft furnishings, carpets or other fixtures or fittings as a single item. We will only pay the cost of repairing or replacing the damaged item. We will not pay for repairing or replacing:

- any undamaged area of carpet outside a room or another clearly identifiable boundary within which the damage happened; or
- any undamaged item that is part of a matching set or suite where damage occurs to a specific item of the matching set or suite.

### 4. Our rights

We are entitled to:

- take over, defend or settle any legal action in your name;
- take legal action at **our** expense and for **our** benefit, but in **your** name, to recover any payment **we** have made under the policy; and
- receive from you any help and information we may need.

#### 5. Salvage

We or our agent may enter any building where there has been loss or damage and deal with any salvage. However, **you** must not abandon property to **us**.

#### 6. Other insurance

If **you** claim under this insurance and there is any other insurance covering the same liability, loss or damage, we will pay only our proportionate share.

#### Automatic reinstatement to the maximum insured value 7.

We will normally automatically reinstate your cover to the maximum insured value and any limits set out in your contents cover from the date we pay any claim. If we are not going to do this, we will give you written notice before we pay your claim.

#### Fraudulent claims and statements 8.

If you or anyone acting on your behalf makes any claim or statement knowing it to be false or fraudulent as regards, amount or otherwise, or if any loss or damage is caused by your wilful act or with your connivance, we will not pay the claim and all cover under this policy will cease and you will lose all premiums you have paid for this policy. In addition we may recover any sums paid by way of benefit under the policy.

If **you** fraudulently provided **us** with false information, statements or documents **we** may record this on antifraud databases: we may also notify other organisations.

# **GENERAL EXCEPTIONS THAT APPLY TO THE WHOLE POLICY**

It is important *you* read the general exceptions and general conditions overleaf so that *you* understand the basis of which *you* have undertaken this insurance. If *you* have any questions, please phone *our* Customer Services Helpline on 0343 316 1617.

### **General exceptions**

### This policy does not insure the following:

- 1. Loss or damage to property owned used or held in trust in connection with any business, profession or trade other than what is covered by Section 1 'home office' on page 10.
- 2. Any fall in market value as a result of repairs or reinstatement.
- 3. Loss or damage as a result of delay, confiscation or detention by order of any government or public authority.
- **4.** Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
- 5. Any liability arising directly or indirectly from the transmission of:
  - any communicable disease by you.
- 6. Incidents which took place before the start of this insurance.
- 7. Loss, damage, liability or injury directly or indirectly caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 8. Damage caused by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 9. Any legal liability, loss or damage to any property, or any resulting loss or expense:
  - Directly or indirectly caused by or contributing to or arising from:
  - ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
  - the radioactive, toxic, explosive or other hazardous properties of explosive nuclear equipment or its nuclear parts.
- **10.** Loss or damage directly or indirectly caused by riot or civil commotion outside Great Britain, Isle of Man, Channel Islands or Northern Ireland.
- **11.** Loss, damage, liability or injury directly or indirectly caused by, contributed by or arising from pollution or contamination unless it is:
  - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the *property*; and
  - reported to *us* within 30 days of the end of the period of insurance.

In which case, all such pollution or contamination will be considered to have happened at the time of such accident.

- 12. Loss or damage or expense caused by or any legal liability arising from any computer hardware or software or other electrical/electronic equipment not being able to recognise or process any date as the true calendar date. Subsequent loss or damage which is otherwise covered by the policy is nevertheless insured.
- **13.** Loss or damage arising from gradually operating causes including deterioration, wear and tear, corrosion, rot or similar causes.
- **14.** Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exception an act of terrorism means the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

15. Any direct and indirect loss or damage caused as a result of the *property* being used for illegal activities.

# **GENERAL CONDITIONS THAT APPLY TO THE WHOLE POLICY**

### 1. Transfer

The **policyholder** can transfer the **policyholders'** interest in this insurance to someone else with **our** written permission.

### 2. Cancellation

Procedures are explained below dependent on who invokes cancellation.

Please note that if **you** cancel **your** Contents Insurance policy or it is cancelled by **AAIS** or **authorised insurer** for any reason then any **Optional Policy Enhancements** such as AA Home Emergency Cover shall automatically be cancelled on the same date.

### You

If **you** need to cancel **your** policy, contact **AAIS** on 0343 316 1617 or write to AA Insurance Services, PO Box 2AA, Newcastle NE99 2AA.

### 1. Cancellation within 14 days if cover has not commenced

**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 full refund of the premium **you** have paid and a full refund of the **AAIS** arrangement fee\* of £9.

### 2. Cancellation within 14 days if cover has commenced

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 from your authorised insurer for the period of cover you have received and AAIS will also retain its arrangement fee\* of £9.

### 3. Cancellation outside 14 days

Beyond 14 days of receipt of **Your** policy documentation or the date **You** enter into the contract (whichever is later), **You** may cancel this insurance at any time. **Your authorised insurer** will refund a percentage of the premium calculated on a pro rata basis equivalent to the period of cover left unused. No refund of premium 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. **AAIS** will charge a cancellation fee\* of £20 and also retain has been made **You** annual premium by instalments and a claim has been made **You** must continue to pay **Your** annual premium by instalments and a claim has been made **You** must continue to pay **Your** northly Direct Debit or pay in full any premium of balance due.

### AAIS (Instalment Defaults)

If **you** are paying by instalments you irrevocably authorise **AAIS**, as **your** agent, at **AAIS'** discretion to cancel this insurance (and any **Optional Policy Enhancements**) following and in accordance with any default notice sent to **you**. **You** also irrevocably authorise **AAIS** to receive any refund of premium from the **authorised insurer** and apply it to pay or reduce any sums owed to **AAIS** including **AAIS** cancellation fee\* of £20 and its arrangement fee of £9 and any premium outstanding on any **Outstanding Policy Enhancements**. Any residual balance of return premium remaining after these deductions 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 **authorised insurer** and no refund of any **AAIS'** fees\* will be made and **you** must pay the sum **you** ove to **AAIS** contained in the default notice in full.

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

The **authorised insurer** or **AAIS** may cancel this insurance if there are serious grounds to do so such as nonpayment, failure to provide **AAIS** or **your authorised insurer** with information that has been requested that is directly relevant to the cover provided under this policy or any claim, or **you** have provided **AAIS** or **your authorised insurer** with incorrect information and **you** have failed to provide a remedy. **Your authorised insurer** or **AAIS** will send at least 7 days written notice to **your** last known address.

Provided no claim has been made a full pro rata premium refund from the date of cancellation will be paid to **you** (but no refund of any **AAIS** arrangement fees\* will be made).

In the event of the **authorised insurer** becoming insolvent or becoming unable to pay its debts or ceasing to trade or taking or being the subject of any step in any form of insolvency proceedings, you irrevocably authorise that **AAIS** may, as your agent, at **AAIS** discretion, cancel this insurance by sending notice of cancellation to the **authorised insurer** and by sending at least seven days notice of cancellation by recorded delivery to your last known address. You also irrevocably authorise **AAIS** to receive any refund of premium. A full pro rata premium refund will be allowed from the date of cancellation unless a claim has arisen under this insurance prior to such cancellation during the current period of Insurance.

If **AAIS** becomes insolvent then the **authorised 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 **authorised insurer**, or (2) 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 **authorised insurer** may contact **you** to offer **you** a replacement policy directly with the **authorised insurer**. The **authorised insurer** shall ensure that the offer of a replacement policy is on no worse terms than **your** existing policy. Purchasing such replacement policy with the **authorised insurer** shall be optional.

\*Fees chargeable by **AAIS** in the event of cancellation as referred to in this section shall become due under **Your** separate contract with **AAIS** as set out in the document entitled 'About our insurance services'. (This contract will also be cancelled if **You** cancel **Your** Contents Insurance policy). Any cancellation by **You**, the **authorised insurer** or **AAIS** will not affect any rights and responsibilities arising before cancellation takes place.

### 3. Taking care of your property

**You** must do all that **you** can reasonably do to avoid injury, loss or damage and protect **your** property. **You** must make sure other people do the same.

### 4. Notifying changes

The **policyholder** must contact **us** as soon as possible about any change to the information contained in the Statement of Insurance which may affect this insurance, this includes any changes concerning the **policyholder**, their spouse/partner, relatives and domestic employees, normally living at **your** home.

For your home insurance policy to continue to be valid you must notify AAIS within seven days if you:

- move *home*;
- change your name;
- change your occupation or profession;
- change the occupancy of your home;
- leave your home unoccupied for more than 30 consecutive days,
- · have made changes to your home resulting in an increased number of bedrooms;
- let out your home to tenants or share with lodgers;
- registered your home as a business address or use your home in any part for business, trade or a
  profession, unless it is just for clerical work and no clients or customers visit, which you have not previously
  notified us of;
- have been convicted of any criminal offence (other than a motoring conviction or if it is deemed to be spent under the Rehabilitation of Offenders Act) or have any such prosecution pending;
- have been declared bankrupt, entered into an IVA (Individual Voluntary Agreement) or become subject to bankruptcy proceedings; or

• have suffered a break-in or attempted break-in to your home which you have not previously notified **us** of. OR if your:

• home is not in a good state of repair;

**AAIS** may charge an administration fee of up to £15 if any changes mean **Your** policy has to be adjusted or **AAIS** has to send out replacement copies of **Your** documents.

### 5. Policyholder protection

To safeguard the interest of the **policyholder** under this policy the **policyholder** irrevocably appoints **AAIS** to act for the **policyholder** to cancel this policy if **AAIS** believes it is in the best interest of the **policyholder** to do so.

### 6. Applicable Law

The **policyholder** and the **authorised 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 the **policyholder** resides 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 the **policyholder** is 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.

### 7. 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.

### 8. Third Parties

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.

### 9. Fraud

If dishonesty or exaggeration is used by **you**, **your** family or anyone acting on behalf of **you** or **your** family to obtain:

- a claims payment under your policy; or
- cover for which **you** do not qualify; or
- cover at a reduced premium;

all benefits under this policy will be lost, the policy may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

### 10. Financial sanctions

The **authorised insurer** or **AAIS** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the insurance period the **authorised insurer** or **AAIS** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **your** policy is cancelled, the premiums already paid for the remainder of the current insurance period will be refunded to **you**, provided no claims have been paid or are outstanding.

### 11. Several liability clause

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## **RENEWING YOUR COVER**

### Automatic Renewal

If you are paying annually by continuous credit or debit card, or on instalments by Direct Debit, your cover will automatically renew after 12 months, for a further 12 months, unless you contact us to tell us otherwise. We will write to you at least three weeks before your renewal to confirm renewal terms.

If you are paying by continuous card payment and your card details change, your card provider may provide us with updated details which we will use at renewal.

If you do not wish your policy to renew, please call our customer services team on 0344 854 0100. If you are paying through our instalment account by Direct Debit over 12 months, at the end of each 12-month period we will write to confirm your premium and the new monthly instalments that you will have to pay and any changes to cover that will take effect at renewal.

If your policy is automatically renewed you are entitled to a refund of any monies paid, subject to those fees specified under section 2. Cancellation, of your GENERAL CONDITIONS THAT APPLY TO THE WHOLE POLICY, on page 19, (unless you have made a total-loss claim) up to 14 days after the date you receive your policy documentation or the date you enter into the contract (whichever is the later).

### Single annual payment

If you have chosen to pay by single annual payment we will write to you at least three weeks before your renewal is due. To renew, please call our customer services team on 0344 854 0100 once you have received your renewal documents.

### General renewal terms

When we send you your renewal terms these may include renewing to a different authorised insurer if one of our underwriting panel members is offering a lower premium or your existing insurer is not offering renewal. When your AA Contents Insurance policy renews any optional enhancements (such as AA Home Emergency

Cover) will also be renewed unless you tell us not to. If you wish to add or remove any of your **Optional Policy Enhancements** at renewal please contact our customer services team on 0344 854 0100.

Your separate contract with AAIS (see 'About Our Insurance Services') will automatically renew if your AA Contents Insurance policy renews.

### **CUSTOMER SERVICES FEEDBACK & HELPLINE**

### **Customer services feedback**

### 0800 13 66 24

Please talk to us. We'd like to know

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 0343 316 1617

for policy advice and questions 8.00am - 8.00pm weekdays 9.00am - 5.00pm Saturday

The notes on this page are for your benefit and information. They do not form part of your policy.

# **ABOUT YOUR POLICY**

### Valuations

We strongly recommend that for items of jewellery or valuables, an up to date valuation is obtained and kept in a safe place. This will considerably ease the handling of any claim where such items are lost or destroyed. For items of jewellery, valuables and personal belongings valued at in excess of £500 a valuation or proof of purchase may be required in the event of a claim.

It is also advisable to keep a photograph and full description of valuable items, including serial and model numbers, for ease of identification in the event of a theft.

### PLEASE MAKE SURE THAT THE VALUES SHOWN ON YOUR STATEMENT OF INSURANCE ARE SUFFICIENT TO COVER TODAY'S REPLACEMENT COST OF YOUR VALUABLE ITEMS.

# HOW TO LOOK AFTER YOUR HOME HINTS AND TIPS FROM THE AA

This section is to help you and it does not form any requirement or exclusion as part of the policy.

### Protecting your home

If you are unfortunate enough to suffer loss or damage to your home, your insurance policy can help put things right. However, even settling a claim quickly may not compensate you for the worry and inconvenience you have suffered. In many cases however, there are steps that you can take to help prevent loss or damage in the first place, so we have listed below some hints to help you protect yourself, your family and your home.

### **Fire Safety**

- · Fit smoke alarms on each level of your home. Carry out regular battery checks to make sure that the alarms are working
- Kitchen safety, take pans of hot oil off the heat or turn the heat down if you are called away from the cooker e.g. by a phone call
- Be careful not to overload sockets plugging too many electrical appliances into one socket can cause overheating
- · Plan an escape route and make sure everyone knows what to do in the event of a fire
- · Close all doors when your home is unoccupied and when you go to bed at night

### Flood

- If you think a flood is likely, take as many of your belongings as possible upstairs
- Following a flood ensure the mains electricity is switched off and never use appliances that may be wet

### **Burst pipes**

- Insulate your water pipes and tanks, not forgetting the loft
- If you have upgraded your loft insulation this will make the loft colder so it's very important that pipes and tanks are fully insulated
- If your pipes freeze, turn off the water at the mains and thaw them out slowly using hot water bottles (never use a heat gun or blow torch)
- Keep heating on at low levels (even if you are away) to help prevent freezing
- Locate your main internal water stopcock so you can turn off the main water supply in an emergency normally found under the kitchen sink, under-stairs cupboard or where the service pipe enters the building. In order to prevent seizure it is important to check the stopcock regularly to ensure it is fully functional
- If you're going to be away for a long period over the winter ask for a friend or relative to check you home to ensure no bursts have occurred

### Theft

- Ensure all windows are fitted with key-operated window locks and external doors have locks conforming to British Standard 3621 when you are not using them
- Ensure your garage, shed and other outbuildings are locked
- · Keep all keys in a safe place, not in the door or within reach of the letterbox
- Do not leave spare keys out side of the home
- Do not leave ladders outside. Keep any tools that could be used to break into your home safely locked away
- Keep your valuables in a safe place and out of sight
- When you are out, set a timer to turn interior lights on and off at varying intervals to look as if someone is home

### **Emergency Repair Helpline**

If you have an urgent repair and need help finding a suitable tradesman like a plumber, electrician, locksmith or glazier, we will put you in touch with a suitable, qualified repairer.

If you have AA Home Emergency Cover call the 24 hour, Emergency Repair Line on 0800 316 3984.

If you have AA Home Emergency Response call the 24 hour, Emergency Repair Line on 0800 316 3983.

If you don't have AA Home Emergency Cover or AA Home Emergency Response call the 24 hour, Emergency Repair Line on 0800 197 9009.

# IF YOU NEED TO MAKE A CLAIM

### If you need to claim

- Check your policy and your Statement of Insurance carefully to make sure that the loss or damage is covered
   under this insurance.
- Phone the number shown on your Statement of Insurance as soon as possible to report the loss or damage. They will tell you how to proceed with your claim.
- If you are asked to complete a claim form, please fill it in and return it as soon as possible to the address shown
  on the claim form. You should also enclose any other information you have been asked to provide. (We will not
  pay for this information unless agreed by us in writing.)
- Please also read the General Conditions relating to claims on page 17.
- If you have had to pay a tradesman to make urgent repairs necessary to prevent further loss or damage you should ask for and keep hold of any receipts they give you.
- For non-urgent repairs or replacements please follow the instructions we give you. We may ask you to get estimates or want to see the damage ourselves before agreeing to any work.

# You must give the policy number shown on your Statement of Insurance each time you write to or phone us.

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

# **IF YOU NEED TO COMPLAIN**

AA Insurance Services aim to provide you with a high level of service at all times. 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.

a) There are several ways you can contact us:

Phone:	0344 209 0556
Email:	customersupport@theAA.com
Post:	Member Relations The Automobile Association Lambert House Stockport Road Cheadle Cheshire SK8 2DY
Fax:	0161 488 7544
Text phone:	0370 600 1303

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.

b) There are several ways you can contact them:

Phone:	0800 023 4567 or 0300 1239 123
Website:	www.financial-ombudsman.org.uk
Email:	complaint.info@financial-ombudsman.org.uk
Post:	Insurance Division
	Financial Ombudsman Service
	Exchange Tower
	London
	E14 9SR

If your complaint is about your insurer, and your insurance is with certain underwriters at Lloyd's, you may contact: Phone: 020 7327 5693

Website: www.lloyds.com/complaints

Email: complaints@lloyds.com Post: Lloyd's One Lime Street

London EC3M 7HA

Fax: 020 7327 5225

Please remember to quote your policy number.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

### Is there any protection for me if my insurer is unable to meet it's liabilities

Your insurer is covered by the Financial Services Compensation Scheme (FSCS). 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 Insurance you are covered for 90% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available at www.fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.

Please make sure you always quote your policy number from your Statement of Insurance. This complaints procedure doesn't affect your statutory rights.

# **USING YOUR PERSONAL INFORMATION**

- 1.1. The AA Group of companies<sup>^</sup> (being AA plc, together with any entity in which AA plc directly or indirectly has at least a 50% shareholding<sup>^</sup>). ("We") will use your personal information (whether provided by you, held by us or obtained from a third party) for the following purposes\*\*:
  - a. to identify you when you contact us;
  - b. to enable us to give you a quote and assess which payment options we can offer you;
  - c. 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 who will keep a record of our enquiry);
  - d. 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;
  - e. to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
  - f. to help to prevent and detect fraud or loss; and
  - g. to contact you in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and/or selected partners unless you have previously asked us not to use the relevant personal data for such purposes.
- 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 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 credit reference and fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this and details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. We and other organisations may use and search these credit reference and fraud prevention agencies records, for example, to:
  - a. help make decisions about credit related services for you and members of your household including assessing what quote and which payment options we can offer you for particular services;
  - 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;
  - d. check your identity to prevent financial crime unless you give us other satisfactory proof of identity; and
  - e. check the details of job applicants and employees.

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.

- 1.5. If you need details of those credit reference and fraud prevention agencies from which we obtain and with which we may record information about you, please write to The AA Data Protection Compliance Manager at The AA, Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA.
- 1.6. Where you give us 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 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 these provisions.

 $^A$  list of companies forming the AA Group of companies is available from The AA Data Protection Compliance Manager at the address given in point 1.5 above.

\*\*See the AA privacy policy at theAA.com/termsandconditions/privacy\_policy.html

### **Credit Reference Agencies**

To assess your insurance application and the terms on which cover may be offered (including the quote and payment methods we are able to offer you), we may obtain information about you from a number of sources, including credit reference agencies, to check your credit status and identity. The credit reference agencies will keep a record of the search; this will be reflected in your credit score.

### Insurers: fraud prevention, regulatory etc

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL) and to other fraud prevention databases. The aim is to help check information provided and also to prevent fraudulent claims. When insurers deal with your request for insurance, they may search these registers. When you tell the Insurer about an incident, the Insurer will pass information relating to it to the registers.

Insurers may also use your information for the same reasons and in the same ways as we do as referred to in paragraph 1.4 above.

# **YOUR ELECTRONIC INFORMATION**

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. This is to identify any repeat website visits, fraudulent behaviour or mystery shoppers using our websites.

# Call to find out more about:

# Insurance

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

# **Breakdown**

- Breakdown Cover
- European Breakdown Cover

# **Financial Services**

- Loans
- Credit Cards
- Savings

# **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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Telephone calls may be monitored or recorded for quality assurance and compliance.