

AA Motor Accident Plan Policy Wording

Welcome to AA Insurance Services

A warm welcome and thank you for choosing to buy this AA Motor Accident Plan. Our aim at AA Insurance Services (AAIS) is to combine value for money with peace of mind. The following information includes everything you need to know about your AA Motor Accident Plan. Alternatively, you can always contact our experienced customer services agents who are there to help you. If you have any questions about your policy, please call us on 0870 1600 137. If you are unfortunate enough to have need to use this policy, call 0870 241 4539 where experienced claims staff will be there to guide and assist you through every step of the claims process.

Who regulates us?

Automobile Association Insurance Services Limited (We) are authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent watchdog that regulates financial services. Our permitted business is that of an insurance intermediary dealing in and arranging contracts of general insurance. You can check this on the FSA's register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Which companies do we deal with?

For AA Motor Accident Plan we have chosen to deal exclusively with Ultimate Insurance Solutions Limited. Ultimate Insurance Solutions is a Lloyd's Coverholder who has been granted authority to accept insurance and make claims payments on behalf of certain Lloyd's syndicates. Please note that when receiving your premium, making a refund to you and handling any claims monies, we act as an agent for your underwriter.

What services do we provide?

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

What will you pay for our services?

Other than in the event of a cancellation (see Condition 5) you will not have to pay a fee for our service. We will tell you about any other charges relating to any particular insurance policy.

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

Automobile Association Insurance Services Limited (We) are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claims. Insurance arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. You can learn more about this scheme at www.fscs.org.uk and by phoning 020 7892 7300.

AA Motor Accident Plan

What is covered?

If an **Insured Person** sustains **Bodily Injury** during the **Effective Time** and within the **Territorial Limits**, the **Underwriters** agree to pay the **Benefit** to the **Insured Person** provided that such **Bodily Injury** is sustained during the **Period of Cover**.

Table of Benefits

Bodily Injury	Amount Payable (as a lump sum)
1. Accidental death	£20,000
2. Loss of Limb or Limbs	£20,000
3. Loss of Eye or Eyes	£20,000
4. Loss of Hearing	£20,000
5. Loss of Speech	£20,000
6. Permanent Total Disablement	£20,000

Payment of Benefits

- Only one of the **Benefits** 1 to 6 will be payable in connection with one **Insured Person** in respect of any one **Accident**.
- If an **Insured Person** is under 16 years of age, Benefit 1 - Accidental death, will be £7,500.
- The **Benefit** payable may be reduced to take account of any disability which existed prior to an **Insured Person** sustaining **Bodily Injury**.

Making a claim

When an **Accident** occurs and **You** need to make a claim under this policy **You** must:

- first check **Your** policy carefully to make sure that **Your** claim is valid. Remember to check the general exclusions which apply to **Your** Motor Accident Plan
- then phone **0870 241 4539**
- You** will then be contacted in writing for further information relating to **Your** claim. **You** will be required to respond to the **Underwriters** in writing as soon as reasonably possible and in any event within 60 days of the date of the **Accident**. **You** must at **Your** expense, provide any certificates, information and evidence that may from time to time be required by the **Underwriters** and in the form prescribed by them. The **Underwriters** shall be allowed, at its own expense and upon reasonable notice to **You**, to have a medical examination of the **Insured Person**. If any claim submitted under this **Policy** is deemed to be in any respect false or fraudulent, the **Underwriters** shall be under no liability to make any payment in respect of such a claim.

Would I receive compensation if Ultimate Insurance Solutions Limited were unable to pay a claim?

In the event that Ultimate Insurance Solutions Limited is unable to pay a claim you may be entitled to compensation from the Financial Services Compensation Scheme. This would depend on the type of business, and your claim. Further information about the Compensation Scheme is available from the FSCS at www.fscs.org.uk or telephone 020 7892 7300.

Your contract of insurance

This policy wording including the policy summary constitutes the legally binding contract of insurance between the **Policyholder** and the **Underwriters**.

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

Insurance has been effected between Ultimate Insurance Solutions Limited on behalf of certain underwriters at Lloyd's and **You** the **Policyholder**. The **Underwriters** have agreed to insure **You** subject to the terms, conditions and exclusions contained in this certificate 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.

Renewing Your cover

Each year we'll send **Your** renewal terms. These may include renewing to a different insurer if the Underwriter of new policies of AA Motor Accident Plan insurance has changed during the year.

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** and as long as **Your** AA Car Insurance Policy is also being renewed, **Your** cover will automatically be renewed. **We** will send **You** an important notice of any changes that apply to **Your** policy wording.

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** are paying by credit card and have agreed to allow **Us** to collect the renewal premium automatically each year, then unless **We** hear from **You**, and as long as **Your** AA Car Insurance Policy is also being renewed, **We** will renew **Your** cover automatically at the end of the 12-month period. Prior to doing this **We** will send a written reminder of the premium that **You** will have to pay and an important notice of any changes that apply to **Your** policy wording.

If **You** don't want to renew **Your** policy, please let **Us** know at least seven days before the renewal date.

AA Motor Accident Plan Policy Wording

AA Motor Accident Plan Definitions

Certain words and expressions used in this **Policy** have a specific meaning. To help identify these we have printed them in **bold and italics** throughout.

AAIS/ AA Insurance Automobile Association Insurance Services Limited

AA Car Insurance Policy The motor insurance arranged by AA Insurance (which is taken out by **You** to cover a private car).

Accident/ Accidental A sudden and unforeseen event which occurs after the policy start date

Assault Shall mean a sudden, unexpected attack by a third party with deliberate intent to cause **Bodily Injury** at an identifiable time and place in connection with a road incident within the **Territorial Limits**.

Certificate of Motor Insurance The **Policyholder's AA Car Insurance Policy** certificate confirming the vehicle and drivers insured, excesses, endorsements and limitations to the insurance, and the start and end date of the insurance.

Benefit(s) The amount shown in the Table of Benefits.

Bodily Injury Any injury which is caused by **Accidental** means or following **Assault**, and which within 104 weeks from the date of the **Accident** or **Assault** shall, solely and independently of any other cause, result in the **Insured Person** suffering Death, **Loss of Limb(s)**, **Loss of Eye(s)**, **Loss of Hearing**, **Loss of Speech** or **Permanent Total Disablement**.

Effective Time Whilst travelling in, getting into or out of an **Insured Private Car**, which is being driven by the **Policyholder** or any drivers insured under the **AA Car Insurance Policy**, or whilst being outside the **Insured Private Car** dealing with a road incident immediately after a road incident has occurred.

Insured Person(s) The **Policyholder**, drivers insured under the **AA Car Insurance Policy** and any passengers.

Insured Private Car Any private car covered by the **AA Car Insurance Policy**

Loss of Eye (s) Shall mean the permanent and total loss of sight, which shall be considered as having occurred

(a) in both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

(b) In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the **Insured Persons** see at 3 feet what they should see at 60 feet).

Loss of Hearing Total, permanent and irrecoverable loss of hearing.

Loss of Limb(s) Shall mean the permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs.

Loss of Speech Total, permanent and irrecoverable loss of speech.

Period of Cover As defined on the Certificate of Insurance. Not to exceed 12 months from the policy start date.

Permanent Total Disablement Shall mean disablement caused other than by Loss of Limb, Eye, Hearing or Speech, which has lasted for 52 consecutive weeks and will in all probability prevent the Insured Person from engaging in gainful employment of any and every kind for the remainder of their life.

Policy Shall mean this AA Motor Accident Plan policy of insurance

Policyholder/You/Your AA Insurance customer who has paid or agreed to pay the required premium and is noted on the Certificate of Insurance.

Territorial Limits As specified in **Your AA Car Insurance Policy**.

Underwriters Shall mean Ultimate Insurance Solutions Limited (FSA Registration 311368), The Connect Centre, Kingston Crescent, North End, Portsmouth, Hampshire PO2 8DE, Home state; United Kingdom, on behalf of certain underwriters at Lloyd's (FSA registration 202761), One Lime Street, London, EC3M 7HA Home state; United Kingdom. Each Underwriter is only liable for his share of the risk and not for each other's share. You may ask for the name of the Underwriters and the share of the risk each has taken on.

We/Us/Our Shall mean Automobile Association Insurance Services Limited

Conditions

1. Applicable Contract Law

English law will apply to this policy and English Courts shall have jurisdiction unless before it is issued, the **Underwriters** make a written agreement saying otherwise.

2. Interest

No interest shall accrue or be payable on any **Benefit** paid or payable.

3. Interpretation

Any word or expression to which specific meaning has been attached shall bear the same meaning wherever it appears. All Certificates of Cover are issued under the Terms, Definitions, Provisions, Exclusions and Conditions of this policy.

4. Exclusions

The **Underwriters** shall not be liable in respect of any claim:

4.1 Directly or indirectly resulting from:

4.1.1 War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power and any act of terrorism.

4.1.2 The **Insured Person** committing, or attempting to commit suicide or intentional self-injury.

4.1.3 Childbirth or pregnancy.

4.1.4 Motor racing, rallies, competitions, speed tests or the like.

4.1.5 The **Insured Person** being under the influence of, or being affected by alcohol or drugs, other than drugs taken under the direction of a qualified medical practitioner.

4.2 Where the **Insured Person** has attained the age of 81 years on or before the date of the **Accident** or **Assault**.

4.3 Involving the **Insured Person's** use of vehicles other than the **Insured Private Car**.

5. Cancellation

Procedures are explained below dependent on who invokes cancellation. Please note that if **You** cancel **Your AA Car Insurance Policy** as defined above or it is cancelled by **AAIS** or the **Underwriters** of **Your AA Car Insurance Policy** for any reason then your AA Motor Accident Plan 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 the **Policy** documentation or the start date of the **Policy** (whichever is later), have a right to cancel this **Policy** and receive a refund of the premium paid. Such refund will be subject to a charge for the **Period of Cover** **You** have received plus **Our** reasonable administrative expenses. Where cover has not commenced prior to the end of this 14 day period, **You** will be entitled to a full refund. No refund will be allowed if a claim has been made or has arisen under this insurance.

Beyond the 14 day period, **You** may cancel this **Policy** at any time. **You** will receive a refund subject to a charge for the **Period of Cover** **You** have received plus **Our** reasonable administrative expenses. No refund will be allowed if a claim has been made or has arisen under this insurance.

If **You** have chosen to pay **Your** annual premium by instalments **You** must continue to pay **Your** monthly direct debit.

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**. 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 **Underwriters** and **You** must pay the sum **You** owe to **AAIS** contained in the default notice in full.

AA Motor Accident Plan Policy Wording

The Underwriters or AAIS (excluding instalment default cancellations)

The **Underwriters** 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.

The Contracts (Rights of Third Parties) Act 1999

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

Contact Information

Renewal helpline

You can contact us by:
Phone: 0870 1600 138
Post: AA Insurance Services
PO Box 2AA
Newcastle NE99 2AA

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 help or to ask any questions. We'll be happy to explain any part of this policy or make changes to **Your** personal details.
8am - 9pm Monday to Friday
8.30am - 5pm Saturday
9am - 5pm Sunday
Please remember that you'll need the policy number each time you contact us.

If you need to complain

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

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

Phone: 0870 1600 137
Email: Custcare@theAA.com
Post: The Customer Care Unit
AA Insurance Services
PO Box 2AA
Newcastle Upon Tyne NE99 2AA
Fax: 0292 072 5018
Text phone: 0870 600 1303

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

b) If your complaint is about the way your claim has been handled please contact the Underwriters directly:

Post: The Quality Manager
Ultimate Insurance Solutions Limited
The Connect Centre
Kingston Crescent
Portsmouth
PO2 8DE

c) You can also refer your complaint at any time to Lloyds :

Phone: 020 7327 5693
Email: complaints@Lloyds.com
Post: Complaints Department
Lloyds Underwriters
One Lime Street
London
EC3M 7HA

Please make sure you always quote your policy number on all correspondence.

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

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

This complaints procedure doesn't affect Your statutory rights.

Use of personal information

1.1 The AA group of companies* (including AA Limited, Automobile Association Insurance Services Limited and Automobile Association Personal Finance Limited) ("we") will use your personal information for the following purposes:

(a) to identify you when you contact us;

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

(c) to help administer, and contact you about improved administration of, any accounts, services and products we have provided before, or provide now or in the future;

(d) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;

(e) to help to prevent and detect fraud or loss;

(f) to contact you in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and/or 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 Compliance 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 service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.

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

1.4 We may check your details with fraud prevention agencies. If you provide false or inaccurate information and 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;

AA Motor Accident Plan Policy Wording

(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.

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 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.

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.

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