

AA Motor Legal Protection Policy Wording

Welcome to AA Insurance Services

A warm welcome and thank you for choosing to buy AA Motor Legal Protection. 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 Legal Protection. Alternatively, you can always contact our experienced customer services agents who are there to help you.

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

The AA is able to offer great deals on many types of insurance. Either call us or visit us at www.theAA.com.

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 or by contacting the FSA on 0845 606 1234.

Which companies do we deal with?

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

What services do we provide?

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

What will you pay for our services?

Other than in the event of a cancellation (see Section 11. Cancellation) you will not have to pay a fee for our service. We will tell you about any other charges relating to any particular insurance policy.

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

Automobile Association Insurance Services Limited (We) are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claims. For insurance you are covered for 90% of the claim, without any upper limit. For compulsory insurance (eg third-party motor) the claim is covered in full, without any upper limit. You can learn more about this scheme at www.fscs.org.uk and by phoning 0207 892 7300.

AA Motor Legal Protection Insurance

Our experts will examine your claim and, if they feel that you have a valid claim against another driver, they will work hard to get the claim settled in full, fast.

We can help you claim for out of pocket expenses such as, your policy excess, travel expenses, or loss of earnings.

Personal injury

If you or any passenger in your car is injured in an accident, you should report this to AA Claimline on 0800 269 622 as soon as possible.

This service will then help you and your passengers to claim compensation for your injuries if another driver was at fault. We will do this by appointing a solicitor to take care of every aspect of your legal claim.

Not all solicitors are experts in handling personal injury claims. These types of claims are different from, for example, conveyancing or will writing. An AA solicitor will always be a specialist personal injury lawyer, and will be a member of professional bodies such as the Association of Personal Injury Lawyers, and the Law Society's Personal Injury Panel.

Therefore you should avoid putting your claim into the hands of another solicitor until you have spoken to us.

Compensation Recovery Scheme

Additionally, if you are injured in any other kind of accident, such as in the workplace or in a trip or fall, you may also be able to take advantage of AA's Compensation Recovery Scheme. This service is not included under the terms of this AA Motor Legal Protection and separate terms and conditions apply. To see if we can run your claim on a no win-no fee basis, just call us on 0800 085 5844 for further details.

Personal Legal Helpline

A team of legal experts including qualified solicitors is on hand to take your call about personal legal matters, anytime. There is no limit to the number of calls you can make, or to the time your calls take. The advice is free and is available 24 hours a day, 365 days a year, and can be confirmed in writing if requested. Our team cover UK law as well as Channel Islands and Isle of Man, but unfortunately do not cover the Republic of Ireland.

To contact the team please call 0845 070 0933, local call charges apply.

The legal helpline is administered on our behalf by Amicus Legal Ltd.

Please note that the legal team do not have access to your AA Car Insurance policy records, and cannot offer advice or assistance on matters relating to your policy, or to a claim being made on a policy.

The legal helpline is an advice line providing basic guidance to customers on any personal legal matter (excluding any matters relating to the customer's insurance, any products or services provided by any subsidiary of Acromas Holdings Limited or disputes with any Acromas Holdings Limited subsidiary). It is always difficult to cover all relevant aspects by telephone and as each situation is dependent on the exact nature of the facts, a personal consultation with a solicitor (which is not covered by the terms of this policy and would be at your own cost) is the only way by which an accurate analysis of individual circumstances can be made.

Renewing your cover

Each year we'll send you renewal terms. These may include renewing to a different insurer if the insurer of new policies of AA Motor Legal Protection has changed during the year. If **You** are paying for **your AA Car Insurance** and AA Motor Legal Protection through our instalment account over 12 months, at the end of each 12-month period we will write to confirm if we can automatically renew your cover. If we are able to do this, unless we hear from you, your cover will automatically be renewed to the insurer as specified in our letter. We will send you an important notice of any changes that apply to your policy. We will advise you of the premium and the new monthly instalments that you will have to pay and any changes to cover will take effect at renewal. If you're paying by credit card and have agreed to allow us to collect the renewal premium automatically each year, then unless we hear from you, and as long as your AA Car Insurance Policy is also being renewed, we'll renew your cover automatically at the end of the 12-month period. Prior to doing this we will send a written reminder of the premium that you will have to pay and an important notice of any changes that apply to your policy wording. If you don't want to renew your policy, please let us know at least seven days before the renewal date.

Renewal helpline

You can contact us by:

Phone: 0844 412 4622

Post: AA Insurance Services

PO Box 2AA

Newcastle NE99 2AA

Any other questions?

Please call our customer services helpline on 0844 412 4684. We'll be happy to explain any part of this policy, answer questions and make changes to your personal details.

Your Motor Legal Expenses cover

Insurance has been arranged with Acromas Insurance Company Limited (the Insurer). The Insurer has 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.

Andrew Strong

CEO, Automobile Association Insurance Services Limited

Certificate of AA Motor Legal Protection

The contract of insurance is between the **Insurer** and the **Insured**. Save for the rights granted to **AAIS** under this contract any person or company who is not 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.

Applicable Contract Law

Unless the **Insurer** has agreed otherwise, this contract will be governed by English Law.

Applicable language

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

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AA Motor Legal Protection Definitions

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

AAIS - Automobile Association Insurance Services Limited or its duly appointed agents, acting as the agent of the **Insurer** with its full authority.

Authorised Legal Costs - Reasonable **Solicitor** fees and expenses properly incurred with the prior consent of the **Insurer**

1. (a) that result from the pursuit of a successful claim for **Uninsured Losses**, and
(b) are not capable of being recovered from the **Other Party**, or
2. (a) that result from the pursuit of an unsuccessful claim for **Uninsured Losses**, and
(b) are subject to assessment by the court or by agreement, and/or
3. The legal costs of the **Other Party**, subject to assessment by the court or by agreement, if the **Insured Person** becomes legally liable for them.

Insured - The person to whom this certificate is issued.

Insured Person -

- (i) The **Insured** and/or
- (ii) Any person covered to drive under the **Motor Insurance Policy** who is authorised by the **Insured** to drive or to be a passenger in the **Insured Vehicle**, and who at the time of the accident is travelling in, or getting into or out of the **Insured Vehicle**, and/or
- (iii) the owner of the **Insured Vehicle** when this person is not the **Insured**.

Insured Vehicle - The motor vehicle with the vehicle registration number described in Section 1 of the current Certificate of Motor Insurance.

Insurer - Acromas Insurance Company Limited 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). Acromas Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar. Acromas Insurance Company Limited is a member of the Association of British Insurers.

Motor Insurance Policy - The AA Car Insurance policy or AA Value Insurance policy issued to the **Insured** through **AAIS**.

Motor Vehicle Insurer - Insurer selected by **AAIS** to issue the **Motor Insurance Policy**.

Other Party - The party(ies) including their insurer(s) or legal representative(s) who the **Insurer** considers is clearly responsible for the losses being claimed.

Service - Assistance in the recovery of **Uninsured Losses**.

Solicitor - A solicitor or other appropriately qualified person.

Territory - the United Kingdom, Isle of Man and Channel Islands.

Uninsured Losses - One or more of the following arising directly out of an accident:

- (i) The **Motor Insurance Policy** excess
- (ii) The cost of essential alternative transport
- (iii) Loss of earnings
- (iv) Reasonable out of pocket expenses
- (v) The cost of repairing the **Insured Vehicle** or its market value, where the **Motor Insurance Policy** is not on a Comprehensive basis
- (vi) Damages for personal injuries sustained in the accident by the **Insured** and any other **Insured Person** (providing there is no Conflict of Interest)

Weluslour - the **Insurer**

You/Your - shall mean the **Insured**.

1. THE UNINSURED LOSSES SERVICE

1.1 The **Service** is provided subject to:

- (a) the terms of this Certificate;
- (b) the **Motor Insurance Policy** being in force; and
- (c) the losses occurring during the period of cover of the **Motor Insurance Policy**.

1.2 **We** will assist the **Insured Person** to recover **Uninsured Losses**. These losses must have been incurred as

- (a) a result of a motor accident involving the **Insured Vehicle** and
- (b) where the **Other Party** is clearly to blame.

The **Service** includes:

- (a) providing advice;

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- (b) negotiations with the **Other Party**; and
- (c) the payment of **Authorised Legal Costs** by **us**.

How to obtain the Service

1. **You** must first report the accident to AA Claimline on telephone number 0800 269622 (24 hours a day, 7 days a week).
2. Documentary evidence must be supplied in support of the claim.

Conditions

1. Notification

You must contact **AAIS** to request the **Service** as soon as possible. All requests must be received no later than three months from the accident date.

2. Uninsured Loss Claims, Investigation and Prospects of Recovery

- (a) **We** will investigate the circumstances of the accident to decide whether the **Insured Person** has a good prospect of recovery.
- (b) If at any time **We** consider the **Insured Person** does not have a good prospect of recovery, **We** will not commence or continue a claim.
- (c) **AAIS** will notify the **Insured Person** in writing, giving reasons for **our** decision to discontinue handling the claim. There will be no further entitlement to receive the **Service** in respect of the accident in question.

3. Pursuit of Claim and Co-operation in relation to the Service

- (a) **We** will have sole discretion to decide the way in which the claim is pursued and the way in which negotiations are handled. This may include the disclosure of the **Insured Person's** contact information to the **Other Party**, where such disclosure is deemed beneficial to the progress of the claim.
- (b) The **Insured Person** must co-operate fully with **us**, **AAIS** and/or the **Motor Vehicle Insurer**.
- (c) If the **Insured Person** fails to co-operate with **us** and/or the **Motor Vehicle Insurer** or fails to pursue the claim in a reasonable and diligent manner, **We** or **AAIS** will be entitled to withdraw the **Service**.
- (d) The **Insured Person** will be liable to reimburse **us** for all costs, fees, hire charges, and other expenses incurred by **us** if:-
 - (i) The **Insured Person** fails to co-operate with **us**, **AAIS** or the **Motor Vehicle Insurer** in pursuit of the claim, or
 - (ii) The **Insured Person** withdraws the claim without the agreement of **us** or **AAIS**, or
 - (iii) The **Insured Person** makes a serious misrepresentation of the facts surrounding any aspect of the claim, which affects the risk of **us** or the **Motor Vehicle Insurer**.

4. Negotiations and Settlement

- (a) All offers of settlement received from the **Other Party** will be communicated to the **Insured Person**.
- (b) If the **Insured Person** does not wish to accept an offer which **We** consider to be realistic, **We** will not be under any obligation to continue to provide the **Service** in respect of the accident concerned.
- (c) If **We** consider that there is unlikely to be a realistic settlement from the **Other Party**, **We** may discontinue and terminate the pursuit of the **Insured Person's** claim. See also condition 2(c).
- (d) **We** may, in its absolute discretion, make a payment to the **Insured Person** in lieu of the **Uninsured Losses Service**, of a sum representing the likely compensation from the **Other Party**.

5. Appointment of a Solicitor

- (a) If **We** consider it necessary, a **Solicitor** will be appointed by **us** to act on behalf of the **Insured Person**.
- (b) If **You** are not satisfied with the **Solicitor** we have chosen **We** may agree to appoint an alternative **Solicitor** provided that:
 - (i) **We** consider that court proceedings are required and are about to be started, and
 - (ii) **We** are satisfied that the **Solicitor** is in **our** opinion suitably located, qualified and experienced to deal with **Your** claim; and
 - (iii) The **Solicitor** agrees to all **our** terms and conditions that may be required at the time of the appointment. **We** will advise the **Solicitor** in writing of any terms and conditions which apply; and
 - (iv) **We** have agreed to the choice of **Solicitor** in writing.

6. Financial Limit of Legal Costs

The maximum amount payable per claim for **Authorised Legal Costs** shall not exceed £50,000 (inclusive of VAT).

7. Supervision of Legal Proceedings

- (a) **We** shall have direct access to the **Solicitor** at all times and be entitled to receive full details of all negotiations and legal proceedings undertaken, together with all documents relating to the claim, (including the original file of the **Solicitor**) and to that extent the **Insured Person** waives privilege.
- (b) The **Solicitor** will not institute legal proceedings without **our** prior approval.

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(c) The **Insured Person** or **Solicitor** shall notify **us** of any offer or payment in settlement of the claim. If **We** consider that any such offer or payment is realistic and notifies the **Solicitor** in writing with this opinion, **We** shall not be liable to pay any **Authorised Legal Costs** incurred thereafter.

(d) If **We** decide at any time that the **Insured Person's** claim no longer has any realistic prospect of success, **We** shall notify the **Insured Person** and the **Solicitor** in writing to that effect. The **Solicitor** shall try to negotiate settlement of the claim on the best terms possible. If settlement has not been reached within 28 days of **our** notification, **We** shall not be liable to pay any **Authorised Legal Costs** incurred thereafter.

(e) To the extent that any claim for **Authorised Legal Costs** is increased because of the failure of the **Solicitor** to diligently and effectively pursue a claim for **Uninsured Losses** then **We** shall not be liable to contribute to that increase.

(f) Except by agreement, **We** will not pay for any **Authorised Legal Costs** until after the conclusion of a claim for **Uninsured Losses** when as soon as possible a final account in respect of **Authorised Legal Costs** shall be sent to **us** for consideration of payment.

We reserve the right to request that all such accounts be submitted for assessment by the Court, or for certification by any relevant professional body.

8. Conflict of Interest

If a situation arises where:

(i) The **Insured Person's** claim is against a person who is also entitled to the **Uninsured Losses Service**, and

(ii) there is a conflict between the **Insured Person's** best interest and those of **us** or **AAIS** then **We** will be entitled to appoint a **Solicitor** as in Section 5, to conduct negotiations and/or take legal proceedings on the **Insured Person's** behalf, providing:

(a) that **We** have previously decided that it is necessary for a **Solicitor** to be appointed, and

(b) that the **Insured Person** has not already appointed a **Solicitor**. The same conditions for appointment of a **Solicitor** and supervision of legal proceedings will apply. In such circumstances the maximum amount payable for all claims that arise from the same event for **Authorised Legal Costs** will apply (as set out in section 6 above).

9. Subrogation

The **Insured Person** agrees that where **We** make any payment to the **Insured Person** in respect of recoverable uninsured losses, the **Insured Person** gives **us** authority to recover those losses on behalf of the **Insured Person**, in **our** own name and for **our** benefit.

10. Exclusions

We will not be liable to provide the **Services** for claims:

(a) arising out of any deliberate and/or criminal act and/or omission of any **Insured Person**.

(b) arising from an accident if at the time of the accident the person driving the **Insured Vehicle** does not hold a valid and current licence to drive.

(c) arising from an accident occurring at a time when for whatever reason the **Motor Insurance Policy** is not in force in accordance with its terms.

(d) arising from an accident outside the **Territory**.

(e) for losses covered under the **Motor Insurance Policy**.

(f) directly or indirectly caused by or contributed to or arising from:

(i) ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

(ii) the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof;

(iii) war invasions, act of foreign enemies hostilities (whether war be declared or not), civil war rebellion, revolution, insurrection, military or usurped power.

(g) for any legal costs or expenses other than **Authorised Legal Costs**.

(h) for any costs or expenses of a non legal nature incurred without **our** prior consent.

(i) all claims principally arising out of or alleging professional negligence.

11. Cancellation

Procedures are explained below dependent on who invokes cancellation

The Insured

If **You** need to cancel this AA Motor Legal Protection contact **AAIS** on 0844 412 4684. Where **You** cancel the **Motor Insurance Policy** then this AA Motor Legal Protection will also be cancelled on the same date.

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

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

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 **Insurer** and **you** must pay the sum **you** owe to **AAIS** contained in the default notice in full.

Insurer and AAIS

We 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 and a refund will be allowed regardless of whether a claim has been made under AA Motor Legal Protection.

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

Financial Services Compensation Scheme (FSCS)

Acromas Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Acromas Insurance Company Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claims. For insurance you are covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available at www.fscs.org.uk or telephone 0207 892 7300.

Customer services feedback

0800 13 66 24

Please talk to us

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

Customer services helpline

0844 412 4684

For help or to ask any questions

8am - 9pm Monday to Friday

8.30am - 5pm Saturday

9am - 5pm Sunday

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

If you need to complain

We hope you'll be completely happy with your AA Motor Legal Protection. If something does go wrong, **we** would like to know about it so **we** can do **our** best to put things right and make sure it doesn't happen again.

1.) There are several ways **you** can contact **us**.

Phone: 0844 412 4684

Email: Custcare@theAA.com

Post: The Customer Care Unit

AA Insurance Services

PO Box 2AA

Newcastle Upon Tyne NE99 2AA

Fax: 0292 072 5018

Text phone: 0870 600 1303

We will acknowledge **your** complaint within 5 working days. If **we** can't respond fully then, **we** will tell **you** who is dealing with it and when **you** will hear from them. **We** will do our best to respond fully within 4 weeks. If this isn't possible, **we** will tell **you** why and when **you** can expect a full response.

2.) If **your** complaint is about the **policy** of **your** AA Motor Legal Protection and **you** remain unhappy with **our** response, **you** have the right to an explanation from the Insurer. Please use the following contact details:

Customer Support at:

Phone: 0844 412 4684

Email: Custcare@TheAA.com

Post: Acromas Insurance Company Limited

Fanum House

Basing View

Basingstoke

Hampshire

RG21 4EA

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

Phone: 0800 023 4567 or 0300 123 9123 (landline)
Website: www.financialombudsman.org
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 your personal information

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