

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/register 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. 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 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.

Our legal expert is Shoosmiths Solicitors. Shoosmiths Solicitors pay a fee to **us** in return for its preferred provider status. The sum paid by Shoosmiths Solicitors to **us** is approximately £7 per policy.

The amount per policy is calculated using the number of current motor **policies** and the number of personal injury compensation claims that Shoosmiths Solicitors handle on behalf of **our** customers each year.

Currently **we** have more than 1 million **policies**. Shoosmiths Solicitors handle approximately 10,000 compensation claims on behalf of **our** customers each year.

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.

Certificate of AA Motor Legal Protection

Your contract of insurance

Insurance has been effected between Acromas Insurance Company Limited (the "**Insurer**") and **you** the **insured**.

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.

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 booklet. If you don't want to renew your policy, please let us know at least seven days before the renewal date.

Renewal helpline

You can contact us by:

Phone: 0870 1600 138

Post: AA Insurance Services

PO Box 2AA

Newcastle NE99 2AA

Any other questions?

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

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 **AAIS** that

- (a) result from the pursuit of a successful claim for **Uninsured Losses**, and (b) are not capable of being recovered from the **Other Party**, or
- (a) 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
- 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.

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The Insured The person to whom this certificate is issued.

The 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.

The Insurer Acromas Insurance Company Limited (Company registration 88716 (Gibraltar)).

The Motor Insurance Policy means 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 **AAIS** considers is clearly responsible for the losses being claimed.

Solicitor A solicitor or other appropriately qualified person.

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)

The Service the **Uninsured Losses** Service.

The Territory the United Kingdom, Isle of Man, Channel Islands and Republic of Ireland.

You/Your shall mean **The Insured**.

The Service

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

How to obtain the Service

- 1. **The Insured** 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

The Insured 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) **AAIS** will investigate the circumstances of the accident to decide whether **The Insured Person** has a good prospect of recovery.
- (b) If at any time **The Insurer** considers **The Insured Person** does not have a good prospect of recovery, **AAIS** will not commence or continue a claim.
- (c) **AAIS** will notify **The Insured Person** in writing, giving reasons for **The Insurer's** 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) **AAIS** 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 **AAIS** and/or the **Motor Vehicle Insurer**.

(c) If **The Insured Person** fails to co-operate with **AAIS** and/or the **Motor Vehicle Insurer** or fails to pursue the claim in a reasonable and diligent manner, **AAIS** will be entitled to withdraw the **Service**.

(d) **The Insured Person** will be liable to reimburse **AAIS** or **The Insurer** for all costs, fees, hire charges, and other expenses incurred by **AAIS** if:-

- (i) **The Insured Person** fails to co-operate with **AAIS** or the **Motor Vehicle Insurer** in pursuit of the claim, or
- (ii) **The Insured Person** withdraws the claim without the agreement of **AAIS**, or
- (iii) **The Insured Person** makes a serious misrepresentation of the facts surrounding any aspect of the claim, which affects the risk of **AAIS** 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 **AAIS** considers to be realistic, **AAIS** will not be under any obligation to continue to provide the **Service** in respect of the accident concerned.

(c) If **AAIS** considers that there is unlikely to be a realistic settlement from the **Other Party**, **AAIS** may discontinue and terminate the pursuit of **The Insured Person's** claim. See also condition 2(c).

(d) **AAIS** 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 **AAIS** considers it necessary, a **Solicitor** will be appointed by **AAIS** to act on behalf of **The Insured Person**.

(b) **AAIS** may appoint a **Solicitor** of **The Insured's** choice, but only after:

- (i) **AAIS** considers that legal proceedings are required and are about to be issued, and
- (ii) **AAIS** agrees in writing, and
- (iii) **The Solicitor** appointed agrees to all **AAIS'** terms and conditions that may be required at the time of the appointment. **AAIS** will advise the **Solicitor** in writing of any terms and conditions which apply. **AAIS** may choose not to accept the choice of **Solicitor**.

If the **Solicitor** chosen by **The Insured** will not agree to **AAIS'** terms and conditions, **AAIS** will not be obliged to afford any indemnity under the terms of this Certificate.

6. Financial Limit of Legal Costs

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

7. Supervision of Legal Proceedings

(a) **AAIS** 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 the prior approval of **AAIS**.

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

(d) If **AAIS** decides at any time that **The Insured Person's** claim no longer has any realistic prospect of success, **AAIS** 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 **AAIS'** notification, **The Insurer** 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 **The Insurer** shall not be liable to contribute to that increase.

(f) Except by agreement, **AAIS** 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 **AAIS** for consideration of payment.

AAIS reserves 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** services, and
- (ii) there is a conflict between **The Insured Person's** best interest and those of **AAIS** then **AAIS** will be entitled to appoint a **Solicitor** as in Section 5, to

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conduct negotiations and/or take legal proceedings on **The Insured Person's** behalf, providing:

- (a) that **AAIS** has 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 liability of **AAIS** for **Authorised Legal Costs** of **The Insured Person** will be £50,000 (inclusive of VAT).

9. Subrogation

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

10. Exclusions

AAIS 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 the prior consent of **AAIS**.
- (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 **The Insured** needs to cancel this AA Motor Legal Protection contact **AAIS** on 0870 1600 137. Where the **Insured** cancels **The Motor Insurance Policy** then this AA Motor Legal Protection will also be cancelled on the same date. **The Insured** will, for a period of 14 days from the date **The Insured** receives the policy documentation or the date **The Insured** enters 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 **The Insured** has received plus **AAIS'** reasonable administrative expenses, except where cover has not commenced prior to the end of this 14-day period, in which case **The Insured** will be entitled to a full refund of the premium **The Insured** has paid.

Beyond the above period, **The Insured** may cancel this insurance at any time. Any return of premium due would depend on how long the insurance has been in force and will be subject to **AAIS'** reasonable administration charges.

Insurer and AAIS

The Insurer or **AAIS** may cancel this insurance by sending at least seven days written notice to **You** 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**, **The Insurer** or **AAIS** will not affect any rights and responsibilities arising before cancellation takes place.

Applicable Contract Law

You and **The Insurer** are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which **You** reside at the inception of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply.

If **You** are not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland or the Isle of Man the law which will apply is the law of England and Wales.

Applicable language

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

The Contracts (Rights of Third Parties) Act 1999

Save for the rights granted to **AAIS** under this contract any person or company who is not 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.

Acromas Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if AICL cannot meet its obligations. This depends on the type of business and the circumstances of the claims. For claims against insurers, the first £2000 of an insurance claim is covered in full, plus 90% of the balance, without any upper limit. You can learn more about this scheme at www.fscs.org.uk and by phoning 020 7892 7300

This Certificate is issued under Master Policy AA3.

Andrew Strong
CEO, AA Insurance Services Limited

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

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. 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 Acromas Insurance Company Limited contact

Customer Support at:

Phone: 0870 1600 137

Email: Custcare@TheAA.com

Post: Acromas Insurance Company Limited

Fanum House

Basing View

Basingstoke

Hampshire

RG21 4EA

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

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Use of your personal information

1 The AA group of companies* (including the Automobile Association Personal Finance Limited) ('we') will use your personal information for the following purposes:

- (a) identify you when you contact us;
- (b) help identify accounts, services and/or products which you could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information you have provided, any information we hold about you and information from third party agencies (including credit reference agencies);
- (c) help administer, and contact you about improved administration of, any accounts, services and products we have provided before, or provide now or in the future;
- (d) carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
- (e) help to prevent and detect fraud or loss; and
- (f) contact you in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and selected partners unless you have previously asked us not to do so;

* A list of companies forming the AA group of companies is available from the Data Protection Manager at the address given below.

1.2 We may allow other people and organisations to use information we hold about you for the purpose of providing services you have asked for, as part of the process of selling one or more of our businesses, or if we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these other people and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK.

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

1.4 We will check your details with fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this. We and other organisations may use and search these records to:

- (a) help make decisions about credit and credit related services for you and members of your household;
- (b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and other members of your household;
- (c) trace debtors, recover debt, prevent fraud, and to manage your accounts or insurance policies; and
- (d) check your identity to prevent money laundering unless you give us other satisfactory proof of identity.

1.5 Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in this document, and that they have not objected to such use of their personal information.

Where you give us sensitive data about yourself or another person (such as health details or details of any criminal convictions) you agree (and confirm that the other person has agreed) to our processing such information in the manner set out in this document.

1.6 In connection with this contract we, and other companies in our group, may carry out credit and fraud prevention checks with one or more licensed credit reference and fraud prevention agencies. We and they may keep a record of the search. Information held about you by these agencies may be linked to records relating to other people living at the same address with whom you are financially linked. These records will also be taken into account in credit and fraud prevention checks. Information from your application and payment details of your account will be recorded with one or more of these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household with whom you are financially linked and for debt collection and fraud prevention. This includes those who have moved house and who have missed payments.

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

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