



# Policy booklet

Van Hire





# Introduction to your Van Hire cover

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

# If you need to claim

## If you need to claim

When an **Insured Incident** occurs and **You** require the use of a **Hire Vehicle You** must:

- a. First check **Your** policy carefully to make sure that **Your** claim is valid. Remember to check the general exceptions and exclusions which apply to the whole **Policy**.
- b. Then phone the Claimline as soon as possible on 0844 836 1127 (calls cost up to 7p (incl. VAT) per minute, plus your phone company's access charge) giving full details as may be required. They'll tell **You** what **You** need to do next and how **Your** claim will be processed.
- c. If making a claim following a **Theft**, **You** must have reported the **Theft** to the Police and be able to provide us with a crime reference number.
- d. **You** may be required to complete a claim form. If so, complete it in fully and send it to the address on the claim form as soon as **You** can. Please remember to enclose all the information and documents **You've** been asked for.

Upon receipt of a valid claim **AAIS** (acting as the agent of the **Insurer**) will advise the **Provider** to supply a **Hire Vehicle**.

Claimline

0844 836 1127. 24 hours a day, 365 days a year.

Calls cost up to 7p (incl. VAT) per minute, plus your phone company's access charge.

This complaints procedure does not affect **Your** statutory rights.

# Compliments and complaints

## Customer services feedback

0344 836 1128

**Your Insurer** would like to know what **You** think about the service they give **You**. Please let them know if **You** have any suggestions or feedback.

## Customer services helpline

0344 836 1128

For help or to ask any questions.

8.30am – 8pm Monday to Friday, 8.30am – 5pm Saturday, 10am – 4pm Sunday. Please remember that **you'll** need the policy number each time **You** contact **AAIS**.

## 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

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 123 9123  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Post: The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

## Financial Services Compensation Scheme (FSCS)

Acromas Insurance Company Limited ('AICL'), which underwrites AA Van Hire Insurance is covered by the FSCS. You may be entitled to compensation from the scheme if AICL cannot meet its obligations in relation to that cover. This depends on the type of business and the circumstances of the claim. General insurance provided by a regulated insurer such as AICL is 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.

Further information about the compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or 020 7892 7300.

# Definitions

Certain words have specific meanings whenever they appear in this **Policy**. To help **You** identify these we have printed them in **bold** and *italics* throughout.

|                                |   |
|--------------------------------|---|
| <b>AA Van Insurance Policy</b> | The AA comprehensive or third party, fire and theft Van Insurance policy in the name of the <b>Policyholder</b> which covers the <b>Insured Vehicle</b> and the <b>Insured Person</b> .   |
| <b>AAIS</b>                    | Automobile Association Insurance Services Limited.  |
| <b>Hire Vehicle</b>            | A 'like for like' replacement to the <b>Insured Vehicle</b> as determined by the Provider up to the maximum permissible weight of 3.5 tonnes which is for use within the Territorial Limits. (Excluded <b>vehicles</b> please refer to general exclusions section 'M').   |
| <b>Insurer</b>                 | Acromas Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar and is a member of the Association of British Insurers.   |
| <b>Insured Incident</b>        | Any of the following incidents involving the <b>Insured Vehicle</b> which occurs during the <b>Period of Insurance</b> where such incident is subject to a valid claim under the <b>AA Van Insurance Policy</b> and arises from: <ul style="list-style-type: none"><li>i) a road traffic accident or <b>Theft</b> as a result of which the insurer of the <b>AA Van Insurance Policy</b> has declared that the <b>Insured Vehicle</b> is a total loss or where a member of the Vehicle Builders and Repairers Association or the Motor Vehicle Repairers Association or another similar recognised body has determined that the <b>Vehicle</b> is a total loss at <b>Your</b> cost.</li><li>ii) <b>Theft</b> of the <b>Insured Vehicle</b> has occurred and the <b>Insured Vehicle</b> remains unrecovered.</li></ul> |
| <b>Insured Person</b>          | A person aged between 21 and 78 years at the time of purchase of this <b>Policy</b> and who holds a valid full UK driving licence and who is insured under a valid <b>AA Van Insurance Policy</b> (as an insured person under that policy) to drive the <b>Insured Vehicle</b> .  |
| <b>Insured Vehicle</b>         | The motor vehicle insured on the <b>AA Van Insurance Policy</b> for which a <b>Premium</b> has been paid under this <b>Policy</b> and which is identified in the <b>Schedule</b> of the <b>AA Van Insurance Policy</b> .  |
| <b>Period of Hire</b>          | The period agreed in writing between <b>You</b> and the <b>Provider</b> for hire of the <b>Hire Vehicle</b> (please refer to 'What is covered' section C).  |
| <b>Period of Insurance</b>     | The insurance offered is a 12 month contract and runs concurrently with <b>Your AA Van Insurance Policy</b> . In the event of cancellation/non renewal of <b>Your Van Insurance</b> all cover under this insurance will cease.  |

# Definitions (continued)

|                           |   |
|---------------------------|---|
| <b>Policy</b>             | This <b>Policy</b> of insurance which, subject to its terms, covers the charges of hiring a <b>Vehicle</b> .  |
| <b>Policy Holder</b>      | The person who has taken out this <b>Policy</b> and has paid the required premium.  |
| <b>Premium</b>            | The payment to be paid by the <b>Policyholder</b> to <b>AAIS</b> (and received on behalf of the <b>Insurer</b> ) in relation to this policy.  |
| <b>Provider</b>           | The supplier of the <b>Hire Vehicle</b> as nominated by <b>AAIS</b> from time to time.  |
| <b>Schedule</b>           | The letter which includes details of the <b>Period of Insurance</b> , the <b>Insured Persons</b> , the <b>Premium</b> and the policy number of the <b>AA Van Insurance Policy</b> .           |
| <b>Territorial Limits</b> | Only the charges of vehicles hired from the <b>Provider</b> in Great Britain, Isle of Man and Northern Ireland nominated by <b>AAIS</b> and used within these territorial limits are covered. |
| <b>Theft</b>              | <b>Theft</b> which shall include the offence of "taking a motor vehicle or other conveyance without authority" as defined in Section 12 of the Theft Act 1968.                                |
| <b>Third Party</b>        | The other person(s) and/or party(s) responsible for the <b>Insured Incident</b> , excluding the <b>Insured Person</b> and/or <b>Policyholder</b> .  |
| <b>You/Your</b>           | The <b>Insured Person</b> .   |

# AA Insurance Services

## Introduction to AA Van Hire cover

We've put this booklet together to clearly set out the details of **Your** insurance cover. Please read it carefully, together with **Your Policy** summary to make sure it meets **Your** needs.

The **Insurer** has relied upon the information and statements provided by the **Policyholder** when agreeing to provide insurance cover and this information together with this policy booklet and the **Schedule** must be read as a whole as they make up your insurance policy. Please check these details and advise **AAIS** of any amendments as soon as possible as inaccurate or incomplete information could effect **Your** ability to make a claim under this policy.

The **Insurer** has agreed to insure **You** subject to the terms, conditions, limitations and exclusions contained in this policy booklet against such liability that may occur during any period of insurance for which the **Policyholder** has paid the premium. This insurance provides cover for the hire charges for the short term hire of a **Hire Vehicle** following a road traffic accident or **Theft** which results in the **Insured Vehicle** being a total loss, or whilst it is unrecovered following its **Theft**.



# Insurance Cover

## What is covered

- a. The **Insurer** will during the **Period of Insurance** cover the **Policyholder** (or at the **Policyholder's** nomination another **Insured Person**) for the hire charges made by the **Provider** for the hire of a **Hire Vehicle** at the **Provider's** standard hire rates for use by that **Insured Person** within the **Territorial Limits** following an **Insured Incident** where:
  - (i) the **Hire Vehicle** is arranged by the **Provider** under the terms of this **Policy**; and
  - (ii) where the cost of the **Hire Vehicle** is not recoverable by **You** or the **Insurer** of **Your AA Van Insurance Policy** from a **Third Party**;but subject to the terms, conditions, exclusions and limitations of this **Policy**.
- b. To obtain benefit under this **Policy** the **Premium** must have been paid and the **Insured Vehicle** must have been an **Insured Vehicle** of a valid **AA Van Insurance Policy** at the time of the **Insured Incident**. Cover is only provided for one **Hire Vehicle** per **Insured Incident** and is subject to the Terms and Conditions noted within this policy booklet.
- c. The **Policy** will only pay for:
  - (i) a single period of up to 21 days of continuous use of the **Hire Vehicle** if **You** are insured on a comprehensive basis under the **AA Van Insurance Policy** at the time of the **Insured Incident**; or
  - (ii) a single period of up to 14 days of continuous use of the **Hire Vehicle** if **You** are insured on a third party fire and theft basis under the **AA Van Insurance Policy** at the time of the **Insured Incident**;and any such period will not be extended by any time during which the **Hire Vehicle** is not available for use by **You** for any reason.
- d. The benefit under this **Policy** ends and the **Hire Vehicle** must be returned to the **Provider** no later than 48 hours after payment is issued to the **Policyholder** under their **AA Van Insurance Policy** by their insurer in respect of a total loss valuation in respect of the **Insured Incident** or no later than 48 hours after the **Insured Vehicle** has been returned to the **Policyholder** or no later than the expiry of the **Period of Hire** (whichever comes first).
- e. **You** may extend the hire by agreement with the **Provider** and subject to payment by **You** of any hire charges and other charges. Any arrangement to extend the period of hire of the vehicle will be by separate arrangement and contract between **You** and the **Provider** and will not be covered by this **Policy**.
- f. The **Insurer** will satisfy its obligation to cover the **Insured Person** under this **Policy** by paying the amount of hire van charges covered by this **Policy** direct to the **Provider**. The **Insurer** will have no liability for the acts or omissions of the **Provider**.

# General conditions

The insurance described in this policy booklet will only apply if the **Insured Person** claiming has observed all the Terms and Conditions of this **Policy**.

**Your Policy** is subject to the following conditions and hire charges for a **Hire Vehicle** can only be met if all the conditions are complied with:

- a. A security/fuel deposit may be payable by **You** to the **Provider** on collection of the **Hire Vehicle**. This is refundable by the **Provider** upon its return provided the **Hire Vehicle** is free from damage and has the same amount of fuel as when collected.
- b. Before taking possession of the **Hire Vehicle**, **You** will need to produce **Your** full driving license and proof of personal identification including address, e.g. utility bill.
- c. **You** must be insured under a valid **AA Van Insurance Policy**.
- d. **Hire Vehicles** are provided in accordance with the **Provider's** standard requirements, Terms and Conditions, (including insurance arranged by the **Provider**), to which **You** will be subject. **You** can ask to see a copy of these Terms and Conditions. Certain occupations, driving licenses, age, convictions or claims experience (in isolation or combination) may mean (i) that the **Provider** will not arrange van insurance in which case **You** must arrange **Your** own van insurance cover for the **Hire Vehicle** or (ii) that the **Provider** will not hire a **Hire Vehicle** to **You** or will only do so at costs (including increased premium) in excess of its standard charges. Any such costs incurred will not be covered by this **Policy**. **Your AA Van Insurance Policy** will not provide van insurance cover in relation to a **Hire Vehicle**.
- e. A **Hire Vehicle** will only be provided after (i) the insurer of the **AA Van Insurance Policy** has declared that the **Insured Vehicle** is a total loss as result of an accident, fire or **Theft** or (ii) **Theft** of the **Insured Vehicle** has occurred and the **Insured Vehicle** remains unrecovered and **You** have supplied a valid Police crime reference number. Where **Theft** of the **Insured Vehicle** occurs and the **Insured Vehicle** remains unrecovered for a period but the **Insured Vehicle** is declared a total loss on recovery, these two events will be a single **Insured Incident**. **You** must provide all information that **AAIS** requests and may be required to fill in a claim form.
- f. Provision of a **Hire Vehicle** in Northern Ireland and the Isle of Man is restricted, by law, to drivers aged 23 years and over.
- g. If at any time a valid claim is made under this **Policy** there is another insurance in force covering the same claim the **Insurer** will pay only its proportionate share of the claim.
- h. If **You** make a claim which is at all false or fraudulent, or support a claim with any false or fraudulent statements or documents, **You** will lose all benefit and premiums **You** have paid for this **Policy**. In addition the **Insurer** may recover any sums paid by way of benefit under this **Policy**.

# General exclusions

This **Policy** does not cover the following:

- a. Any costs or charges incurred (other than the standard daily or hourly hire rate) by **You** in relation to the **Hire Vehicle** (such excluded charges include but are not limited to fuel, fares, fines, fees and excess waivers, additional insurance premium or hire period extensions).
- b. Any claim where the **Insured Vehicle** was being used for hire or reward at the time of the **Insured Incident**.
- c. Any claim where the insurer of the **Insured Vehicle** under the **AA Van Insurance Policy** does not provide cover (in whole or in part) for the **Insured Incident**.
- d. Any hire charges incurred after the end of the periods stated in Section 1c and 1d.
- e. Any claim in relation to a **Hire Vehicle** not arranged by the **AAIS** nominated **Provider** following notification of a claim to **AAIS**.
- f. Any claim resulting from **Theft** of the **Insured Vehicle** which has not been reported to the Police as soon as was reasonably possible.
- g. Any claim resulting from damage to the **Insured Vehicle** due to an act of God, attempted theft, fire, malicious damage or vandalism.
- h. Any claim under this **Policy** reported to **AAIS**:
  - (i) more than 14 days after the **Insured Vehicle** is declared a total loss by the insurer of the **AA Van Insurance Policy**; or
  - (ii) more than 30 days after an **Insured Incident** in which the **Insured Vehicle** is stolen.
- i. Any claim for a **Hire Vehicle** where the commencement date of the hire would be more than 30 days after a claim under this **Policy** has been notified to **AAIS**.
- j. Sea transit charges in the delivery and collection of the **Hire Vehicle**.
- k. Any claim found to the reasonable satisfaction of the **Insurer** to arise out of a deliberate or criminal act or omission (including of a fraudulent or false nature). The **Insurer** will not be responsible for any costs paid or incurred as a result of any such claim. See general condition h.
- l. Any excess payable under the motor insurance of the **Hire Vehicle**, such as following an accident involving the **Hire Vehicle** or a **Theft** of the **Hire Vehicle**.
- m. **Vehicles** configured or adapted for specialist use are not available e.g. refrigerated **Vehicles**.

# General exclusions (continued)

## ***Cancellation***

Procedures are explained below dependent on who invokes cancellation.

## ***The Policyholder***

If the ***Policyholder*** needs to cancel this ***Policy*** contact ***AAIS*** on 0344 836 1128.

Where the ***Policyholder*** cancels the ***AA Van Insurance Policy*** then this Van Hire ***Policy*** will also be cancelled from the same date.

***You*** have the right to cancel Van Hire within a 14 day 'cooling-off period', commencing either from the agreement of the contract, or ***Your*** receipt of the Van Hire documents, whichever happens later. Should ***You*** exercise ***Your*** right to cancel during this period, ***You*** will be entitled to a full refund of the premium ***You*** have paid unless a claim has been made where any refund will be subject to a charge.

Subject to any other statutory rights ***You*** may have, there will be no refund due following the cooling-off period.

## ***Insurer and AAIS***

The ***Insurer*** or ***AAIS*** may cancel this insurance by sending at least seven days written notice to ***Your*** last known address. A full pro rata ***Premium*** refund will be allowed from the date of cancellation, no deduction will be made for commission and a refund will be allowed regardless of whether a claim has been made under the ***Policy***.

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***.

# General exclusions (continued)

## ***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.

## ***Important Notice – Subrogated Rights***

- a. The **Insured Person** must take all reasonable steps to mitigate the costs of any claim.
- b. The **Insured Person** must pay to the **Insurer** or their agent any sums by way of costs, charges or fees directly recovered from the **Third Party** to the extent of the sums covered under this **Policy**.
- c. The **Insured Person** must take all action reasonably possible to recover any costs, charges or fees the **Insurer** or their agents may have paid or be liable to pay and pay any such amounts recovered to the **Insurer** or their agent.
- d. Upon conclusion of the hire of a replacement vehicle the **Insurer** or their agents can take over and if necessary conduct proceedings in the name of the **Insured Person** to recover the hire costs of the **Hire Vehicle** from the **Third Party**.





# Call to find out more about:

## Insurance

- Car Insurance
- Motorcycle 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

- Personal Loans
- Credit Cards
- Savings
- Travel Currency Cards

## 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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