

**Policy booklet** 



# Enclosed with your policy document are your:

**Policy Declaration** 

Certificate of Insurance

**Policy Schedule** 

Claims Assistance & Reporting Procedure

## A guide to your policy booklet

Definitions	Page 5
Policy Cover	6
Comprehensive	
Third Party Fire and Theft	
Third Party Only	
Section I	7
Loss of or Damage to Your Motorcycle	
New Motorcycle Replacement	
Exceptions to Section I	
Section II	8
Liability to Third Parties	
Cover for You	
Cover for Other Persons (Including Passengers)	
Cover for Legal Personal Representatives	
Legal Expenses Exceptions to Section II	
·	_
Section III	S
Payments Made Under Compulsory	
Insurance Regulations and Rights of Recovery	
Section IV	9
Emergency Treatment	

Section V  Continental use/Compulsory Insurance Requirements  If You Take Your Motorcycle Abroad	10
Section VI General Information General Exceptions Claims Procedure Law Applicable to Contract Applicable Language	11
General Conditions (covering all sections) Your Duty to Prevent Loss or Damage Arbitration Your Duty to Comply with Policy Conditions 'Cooling-Off' Period Cancellation Financial Services Compensation Scheme Other Insurance Fraud	13
Complaints Procedure If you need to complain	16
Using your personal information	17
Your electronic information	19

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.

# Motor Policy - Definitions (Applicable to sections I to VI only)

To save lengthy repetition wherever the following words or phrases occur they will have the precise meaning described below:

Insured/you/your
Insurer/we/ our/us
Period of Insurance

The person or persons described in the **schedule**.

The *insurer* described in the *schedule*.

The period from the *commencement date* to the expiry date shown in the *schedule*.

Commencement Date Your Motorcycle The date of inception or renewal of the policy.

- 1. Any *motorcycle* described in the *schedule* and
- 2. Any other *motorcycle* in respect of which:
  - i. details have been supplied to us and
  - ii. a certificate of motor insurance bearing the registration mark of that motorcycle has been delivered to you remains effective and
  - iii. You have paid the premium.

The vehicle(s) described in this **schedule** at inception shall be deemed to be deleted when the **certificate(s)** of **motor insurance** relating thereto cease to be effective.

Green Card

A document required by certain non EU countries to provide proof that you have the minimum Insurance cover required by law to ride in that country.

Certificate of Motor Insurance A document that **you** must have as proof that you have the motor insurance necessary to comply with the law. It shows who can ride **your motorcycle**, what purpose it can be used for and whether **you** are permitted to ride other **motorcycles**. The **certificate of motor insurance** does not, however, indicate the full policy cover and for this **you** need to refer to the main text of the policy booklet.

Wherever the expression 'certificate of motor insurance' is used in this contract, it means the certificate which, from time to time, is that in force and not one which we have withdrawn or which has ceased to be valid.

Schedule

Details of **you**, **your motorcycle**, premium, cover and the **insurer**. The **schedule** is part of and must be read in conjunction with this policy.

Motorcycle(s)

A mechanically propelled two wheeled vehicle with or without a sidecar or trailer attached

Excess

The amount you must pay following loss or damage to **your motorcycle**.

Territorial Limits

Any country which is a member of the European Union, Norway and Switzerland (including Liechtenstein) and any other country that have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

Regulation

All insurers of AAIS and AAIS itself are authorised and regulated by the Financial Services Authority. **You** can confirm all registration details and find out more about the Financial Services Authority by visiting their website on www.fsa.gov.uk or by contacting them direct on 0300 500 5000.

## **Policy Cover**

Policy Cover		
Cover	<b>Operative Sections</b>	
Comprehensive	All sections of the policy are operative.	
Third Party Fire and Theft	All sections of the policy are operative except that Section I is operative only in respect of loss or damage caused directly by fire, self-ignition, lightning or explosion or by theft or attempt thereat.	
Third Party Only	All sections of the policy are operative except Section I.	

In consideration of the premium having been paid by **you**, **we** will provide insurance in accordance with the policy cover indicated in the **schedule** of this policy in respect of accident, injury, loss or damage occurring within the **territorial limits** or in the course of transit by sea between any ports therein including processes of loading and unloading during the **period of insurance** specified in the **schedule** or any subsequent period for which **we** may accept payment for renewal of this policy. This policy booklet, the proposal form or policy declaration, the **schedule** and the **certificate of motor insurance** should be read together and form the contract of insurance

### The contract is subject to:

- that the *insured* has provided correct information on the proposal form or policy declaration form, to the best of their knowledge.
- ii. that the *insured* understands that the premium is based on this information.
- iii. that if any of the information is incorrect it may lead to the policy being invalid.
- iv. that the *insured* must tell *us* if anything changes which might affect this policy. Failure to do so may result in *your* insurance being cancelled or in *your* claim being rejected or not fully paid. For a full list of notifiable changes please refer to subsection Keeping Your Policy Up To Date in section General Conditions of this policy booklet.

### Section I

### **Loss of or Damage to Your Motorcycle**

**We** will cover **you** against loss of or damage to any **motorcycle** described in the **schedule** and its accessories and spare parts while thereon.

**We** may at **our** own option repair reinstate or replace such **motorcycle** or any part thereof or its accessories or spare parts or may pay in cash the amount of the loss or damage.

If to **our** knowledge the **motorcycle** is the subject of a hire purchase or leasing agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to **us** in respect of such loss or damage. The maximum amount payable by **us** in respect of any claim for loss or damage shall be the market value of such **motorcycle** or the cost of repair whichever is less, immediately prior to such loss or damage but not exceeding **your** estimate of value shown in **our** records.

If such *motorcycle* is disabled by reason of loss or damage insured under this policy *we* will bear the reasonable cost of protection and removal to the nearest repairers. *We* will also pay the reasonable cost of delivery to *you* after repair of such loss or damage not exceeding the reasonable cost of transport to *your* address in Great Britain. Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel

### **New Motorcycle Replacement**

Islands stated herein.

or

We will replace **your motorcycle** with a new **motorcycle** of the same make and specification (subject to availability) if, within 6 months of purchase new by **you**:

 any repair cost or damage covered by the policy exceeds 70% of its list price (including VAT) at the time of purchase;

your motorcycle is stolen and not recovered.

### Replacement is Subject to:

- your motorcycle being owned by you or having been purchased under a hire purchase agreement (any motorcycle the subject of any type of leasing or contract hire agreement is not eligible for replacement).
- the agreement of any interested hire purchase company.
- **vou** being the first registered owner of **vour motorcycle**.

### **Exceptions to Section I**

We shall not be liable to pay for

- a. Loss of use of the *Insured motorcycle* or any loss resulting from loss of use of the *Insured motorcycle*.
- b. Depreciation or wear and tear.
- c. Mechanical, electrical, electronic faults, breakdowns malfunctions and breakages.
- d. Damage to tyres by application of brakes or by punctures cuts or bursts.
- e. Loss or damage to accessories and spare parts by theft if the motorcycle is not stolen at the same time.
- f. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- g. Loss of or damage to helmets and protective clothing and other personal belongings.
- h. Loss of value following or because of repair.
- Loss or damage by theft whilst the ignition keys for your motorcycle have been left in or on the motorcycle.
- i. Loss of **vour motorcycle** by deception of someone who claims to be a buyer or agent.

### Section II

### **Liability to Third Parties**

### **Your Cover**

- a. We will cover you in the event of an accident caused by or through or in connection with any motorcycle described in the schedule against liability at law for damages and claimant's cost and expenses in respect of death of or bodily injury to any person, or any amount not exceeding £20,000,000 in respect of damage to any person's property.
  - **W**e will pay all costs and expenses incurred with **our** written consent.
- b. If the effective certificate of motor insurance permits you to ride a motorcycle not belonging to you and not hired to you under a hire purchase agreement, we will cover you, subject to the limitations of and for the purposes of this section whilst riding such motorcycle as though it were a motorcycle described in the schedule and ridden by you in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

### Cover for Other Persons

(Including Passengers)

- a. If the effective certificate of motor insurance permits the riding of a motorcycle described in the schedule by a person other than you we will cover such person in the terms of Section II above.
- b. **We** will in terms of Section II above cover at **your** request any passenger (other than the person riding) provided that such person:
  - i. is not entitled to cover under any other policy; and
  - ii. shall as though such person were the insured observe, fulfil and be subject to the terms, exceptions and conditions of this policy in so far as they can apply.

#### Cover for Legal Personal Representatives

Upon the death of any person *insured* under this section *we* will transfer to that person's estate the benefit of this insurance against any liability covered by this section that the deceased may have incurred.

### Legal Expenses

In respect of any act causing or relating to any event which may be the subject of cover under this section **we** will arrange and pay for the following:

- a. Solicitors services in respect of:
  - i. representation at any coroner's inquest or fatal inquiry; and
  - ii. defending any proceedings in any Court of Summary Jurisdiction.
- b. Legal services up to any amount not exceeding £1,000 in respect of any one occurrence for defence in the event of proceedings being taken for manslaughter or reckless or dangerous driving causing death provided that at the time of the occurrence the rider has attained the age of 21 years.

**We** will only cover these legal costs if they relate to an incident, which is covered under this section

# Section II continued

### **Exceptions to Section II**

We shall not be liable in respect of

- death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be covered under this section other than liability to such person:
  - i. carried in or upon; or
  - ii. entering or getting on to or alighting from any vehicle hereby insured and only in so far as is necessary to meet the requirements of the Road Traffic Acts.
- b. Damage to property belonging to or held in trust by or in the custody or control of anyone we insure who claims under this section, and to property being conveyed by such motorcycle.
- c. Any person insured under this section who fails to observe the terms exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy.
- d. Damage to any **motorcycle** where cover in connection with the use or riding of that **motorcycle** is provided by this section.

## Section III

## Payments Made Under Compulsory Insurance Regulations and Rights of Recovery

Nothing in this policy shall affect the right of any person to recover an amount by virtue of the provisions of the law relating to the insurance of liability to third parties in any territory in which the policy operates but in the event of  $\it us$  having to pay any amount which  $\it we$  would not have been liable to pay but for the provisions of such law  $\it you$  shall repay all such amounts to  $\it us$ .  $\it We$  reserve the right to recover such payments from you or from the person who incurred the liability.

## **Section IV**

### **Emergency Treatment**

**We** will pay for any emergency medical treatment arising from an accident covered by this **insurance** as required by the Road Traffic Act. If this is the only payment **we** make, it will not affect **your** no claims discount.

### Section V

### **Continental Use/Compulsory Insurance Requirements**

In compliance with EU Directives this policy provides as a minimum the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7 [2] of EC Directive 72/166 CEE relating to civil liabilities arising from the use of a motor vehicle.

In addition to this minimum cover the policy provides the cover shown in the **schedule** in any country in the **territorial limits** subject to:

- your motorcycle being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- your visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature not exceeding one month in any one trip.

### **Cover Includes**

- transit by sea air or rail in or between countries within the territorial limits.
- reimbursement of any customs duty **you** may have to pay after temporarily importing **your motorcycle** into any country within the **territorial limits** subject to **your** liability arising as a direct result of a claim covered under this policy.
- General Average contributions. Salvage charges and Sue and Labour charges
  whilst your motorcycle is being transported by sea between any countries
  within the territorial limits provided that your motorcycle is covered for loss
  or damage under this policy.

### If You Take Your Motorcycle Abroad

All countries within the *territorial limits* have agreed that a *Green Card* is not necessary for cross border travel. *Your certificate of motor insurance* should therefore provide sufficient evidence that *you* are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that *you* visit. There is no cover for countries outside the *territorial limits*. *We* may however be prepared to extend cover to certain of these countries on request in which case *we* will provide *you* with a *Green Card* and an additional premium will be charged.

### Section VI

### **General Information**

#### General Exceptions

We shall not be liable in respect of:

- any accident, injury, loss, damage or liability caused sustained or incurred while any motorcycle insured under this policy is being:
  - a. Used or ridden otherwise than in accordance with the appropriate sections of the effective *certificate of motor insurance*.
  - b. Ridden by any person other than described under the appropriate sections of **your** effective **certificate of motor insurance** except that cover will not be withdrawn:
    - if the Injury, loss or damage was caused as a result of your motorcycle being stolen or having been taken without your consent or other lawful authority.
    - ii. if the person riding does not hold a driving licence and **you** had no knowledge of such deficiency.
  - Ridden by any person unless such person holds a licence to ride such motorcycle or has held and is not disqualified from holding or obtaining such a licence.
  - d. Ridden by or is in the charge of for the purpose of being ridden by any person to whom such *motorcycle* has been hired.
- 2. Any liability, which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
- 3. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever that is caused directly or indirectly by:
  - The carriage of substances that require a licence or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - i. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste, or any risk from nuclear combustion or equipment.
    - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4. Loss or damage directly or indirectly caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military usurped power.
  - a. All liability arising from acts of **terrorism** as defined in the **terrorism** Act 2000 except where we are required to provide cover under the Road Traffic Acts.
- 5. Any accident, injury or damage (except under Section II) arising during or as a result of:
  - a. Earthquake or
  - Riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
- Any liability in respect of pollution except liability which we are obliged to cover by the law relating to compulsory motor insurance.
- Any accident, injury, loss, damage or liability when any motorcycle covered by this policy is being ridden or used in or on that part of an aerodrome airport airfield or military base provided for:
  - the take off or landing of aircraft and for the movement of aircraft on the surface.
  - aircraft parking aprons including the associated service roads refuelling and ground equipment parking areas and the parts of passenger terminals of international airports which come within the customs examination area.

# Section VI continued

### **Claims Procedure**

- 1. You or your legal personal representatives must give notice to AA Insurance Services as soon as is reasonably possible after the occurrence of any accident, loss or damage with full particulars thereof. Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to us immediately on receipt. Notice shall also be given in writing to us immediately if you or your legal personal representatives shall have knowledge of any pending prosecution, inquest or fatal inquiry in connection with any accident for which there may be liability under this policy.
- 2. No admission, offer, promise, or payment shall be made or given by you or on your behalf without our written consent. We shall be entitled if we so desire to take over and conduct in your name or in the name of the person claiming under the policy the defence or settlement of any claim or to prosecute in your name for our own benefit any claim for compensation or damages and shall have full discretion in the conduct of any proceedings or in the settlement of any claim you or the person claiming under this insurance shall give all such information and assistance as we may require.

### **Law Applicable to Contract**

**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 date 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, Channel Islands 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 this policy.

## General Revision Endorsement 2001. 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.

# General conditions (covering all sections)

### **Your Duty to Prevent Loss or Damage**

**You** shall take all reasonable steps to safeguard from loss or damage any **motorcycle** described in the **schedule** and to ensure that any such **motorcycle** is in a roadworthy condition. **We** shall have at all times free access to examine **your motorcycle** or any **motorcycle** hired to **you** under a hire purchase agreement.

### **Arbitration**

Where **we** have accepted a claim and there is disagreement over the amount to be paid the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens a decision must be made before **you** can take any legal action against **us**.

### **Your Duty to Comply with Policy Conditions**

Without prejudice to **our** rights **your** observance and fulfilment of the terms provisions and conditions of this policy and of any endorsement thereon in so far as they relate to anything to be done or complied with by you shall be conditions precedent to **our** liability to make any payment under this policy.

### Keeping your policy up to date

**You** must take reasonable care to ensure that the information provided by **you** or on **your** behalf in relation to **your motorcycle Insurance** is provided honestly, fully and to the best of **your** knowledge. If any of **your** insurance, or personal details set out on **your** documents are incorrect or incomplete, or if **you** need to make a change, please call the Customer Services Helpline on 0844 836 1052 as soon as possible. Failure to do so may result in your insurance being cancelled or in your claim being rejected or not fully paid. The changes **you** must tell us about are:

**You** must tell **AAIS** before **you** need the revised cover to start if:

- you change your motorcycle or wish to add an additional motorcycle; or
- any modification or engine conversion (from the manufacturers original specifications) is going to be made to your motorcycle; or
- there is any change in or to any information previously provided about **Your**occupation or that of any other driver (including any change between full and
  part-time occupation); or
- you want to change how you use the your motorcycle (for example to include business use); or
- **you** wish to make changes to the drivers or
- any additional audio, satellite navigation or communications equipment is to be permanently fitted to *your motorcycle*.

You must tell AAIS, as soon as possible, and in any event within 7 days, if:

- you change your address or the address where your motorcycle is kept overnight;
   or
- you or any other driver have been declared unfit to drive by the DVLA or been advised not to drive by a doctor or by other medical healthcare professional; or
- there is any change to your motorcycle's estimated annual mileage, as previously notified; or
- **you** or any other driver has had a change to their driving licence type (for example from provisional GB licence, or foreign licence, to full GB licence).

# General conditions continued

You must tell AAIS before next renewal if:

- you are, or any other driver is, involved in any claim, incident or loss (including any
  accident or theft, whether or not this may give rise to a claim and/or are to blame);
  or
- **you** or any other driver has committed any motoring offence, including a motoring offence convictions, driving licence endorsements, fixed penalties (other than in relation to parking), or have been disqualified from driving; or
- **you** or any other driver has any pending motoring offence prosecutions.
- AA Insurance Services may charge an administration fee of up to £25 if any of these changes mean *your* policy has to be adjusted and AA Insurance Services has to send out replacement copies of *your* documents.

### 'Cooling-Off' Period

#### Within 14 Days

**You** will, for a period of 14 days from the date **you** receive **your** policy documentation or the date **you** enter into the contract (whichever is later), have a right to cancel this policy and receive a refund (unless **you** have made a total-loss claim).

This refund will be subject to a charge for the period of cover **you** have received, plus **our** administration charge of £25, 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 that **you** have paid. There may also be a fee of up to £50 applied by **your** underwriter. This amount will vary depending on **your** underwriter.

In order to cancel **your** policy within this period **you** must write to **us** confirming **your** intentions and return **your certificate of motor insurance**.

### Cancellation

#### Outside of 14 days

1. In addition to **your** rights under the 'Cooling Off' Period, **you** also have the right to cancel **your** policy at any time during the period of cover.

If **you** wish to cancel **your** policy, **you** must send **us your** current **certificate of motor insurance** with a letter saying that **you** want to cancel **your** policy. It is important to remember that cancelling **your** direct debit does not cancel **your** policy.

**We,** the **insurer** or any agent appointed by **us** and acting with **our** specific authority may cancel this policy by sending **you** a 7 day notice of cancellation to **your** last known address (and in the case of Northern Ireland to the DVLNI). Provided that no claim has occurred during the current **period of insurance we** will calculate the premium for the period that **we** have been insuring **you** and refund any balance.

If **your** policy contains any additional covers, for example, legal expenses and/or motor breakdown cover then these and **our** commission will be excluded from any refund calculations.

This refund will be subject to an administration charge of £50 plus a charge for the period of cover **you** have received.

There may also be a fee of up to £50 applied by **your** underwriter. This amount will vary depending on **your** underwriter.

Any refund of premium due would depend on how long the insurance has been in force and is calculated in accordance with the *Insurer's* published scales, which are available on request.

- No refund will be allowed if a claim has been made or has arisen under this insurance prior to such cancellation during the current **period of insurance**.
- 2. If you are paying the premium in relation to this insurance in monthly instalments by direct debit mandate, under the terms of a Credit Agreement this Insurance Contract automatically terminates if you fail to pay an instalment when due, or fail to maintain the direct debit mandate and such default is not corrected in the period specified in the default notice served pursuant to Section 88 (1) of the Consumer Credit Act 1987 (the notice period), and you fail to pay the whole of the outstanding balance then becoming due and payable within 7 days of the expiry of the notice.

It is a further condition of this policy that if **you** make a claim then any balance of the premium outstanding for the remainder of the period of insurance becomes due and payable in full.

### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS).

**You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends upon the type of business and the circumstances of the claim. For claims against insurers, **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.

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 020 7892 7300 or www.fscs.org.uk.

### Other Insurance

If at the time any claim arises under this policy there is any other existing insurance covering the same loss, damage or liability in respect of **your motorcycle** or any **motorcycle** hired to **you** under a hire purchase agreement **we** shall not be liable to pay or to contribute more than **our** rateable proportion of any loss damage compensation costs or expense. This provision will not place any obligation upon **us** to accept any liability under section II which **we** would otherwise be entitled to exclude under Exception I to section II.

#### Fraud

If any claim is in any respect fraudulent or if any fraudulent means including inflation or exaggeration of the claim or submission or forged or falsified documents are used to obtain benefit by **you** or anyone acting on **your** behalf all benefits under the policy shall be forfeited

**We** exchange information with other insurers through various databases in order to consider offering insurance, and on what terms and to prevent fraudulent claims.

## **Complaints procedure**

### 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: 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 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

Email: complaint.info@financial-ombudsman.org.uk

Post: Insurance Division Financial Ombudsman Service

South Quay Plaza 183 Marsh Wall London E14 9SR

# Using your personal information

- 1.1. The Acromas Holdings group of companies, of which the AA group of companies\* (including The Automobile Association Limited, AA Media Limited, AA Limited, AA Financial Services Limited and Automobile Association Insurance Services Limited) forms a part, ("we") will use your personal information for the following purposes:
- (a) to identify you when you contact us;
- (b) to allow us to give you a quote and assess which payment options we can offer you;
- (c) to help identify accounts, services and/or products which you could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information you have provided, any information we hold about you and information from third party agencies (including credit reference agencies who will keep a record of your enquiry);
- (d) to help administer, and contact you about improved administration of, any accounts, services and products we have provided before, or provide now or in the future;
- (e) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
- (f) to help to prevent and detect fraud or loss; and
- (g) to contact you in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and/or selected partners unless you have previously asked us not to use the relevant personal data for such purposes.
- \*A list of companies forming the AA group of companies is available from The AA Data Protection Compliance Manager at the address given in point 1.5 below.

See the AA privacy policy at the AA.com/terms and conditions / privacy policy.html

- 1.2. We may allow other people and organisations to use information we hold about you for the purpose of providing services you have asked for, as part of the process of selling one or more of our businesses, or if we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.
- 1.3. We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance reasons.
- 1.4. We may check your details with credit reference and fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this and details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. We and other organisations may use and search these credit reference and fraud prevention agencies records, for example, to:
- (a) help make decisions about credit related services for you and members of your household including assessing what quote and which payment options we can offer you for particular services;

- (b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and other members of your household;
- (c) trace debtors, recover debt, prevent fraud, and to manage your accounts or insurance policies;
- (d) check your identity to prevent financial crime unless you give us other satisfactory proof of identity; and
- (e) check the details of job applicants and employees.

Information held about you by these agencies may be linked to records relating to other people living at the same address with whom you are financially linked. These records will also be taken into account in credit and fraud prevention checks. Information from your application and payment details of your account will be recorded with one or more of these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household with whom you are financially linked and for debt collection and fraud prevention. This includes those who have moved house and who have missed payments.

- 1.5. If you need details of those credit reference and fraud prevention agencies from which we obtain and with which we may record information about you, please write to The AA Data Protection Compliance Manager at The AA, Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA.
- 1.6. Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in these provisions, and that they have not objected to such use of their personal information. Where you give us sensitive data about yourself or another person (such as health details or details of any criminal convictions) you agree (and confirm that the other person has agreed) to our processing such information in the manner set out in these provisions.

### **Credit Reference Agencies**

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

#### Insurers: fraud prevention, regulatory etc

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL), the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI) and to other fraud prevention databases. The aim is to help check information provided and also to prevent fraudulent claims. When insurers deal with your request for insurance, they may search these registers. Under the conditions of your policy, you must tell the Insurer about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell the Insurer about an incident, the Insurer will pass information relating to it to the registers.

# Using your personal information continued

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the Driver and Vehicle Licensing Agency ("DVLA"), the Driver and Vehicle Agency Northern Ireland ("DVANI"), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including (i) Electronic Vehicle Licensing, (ii) Continuous Insurance Enforcement, (iii) Law Enforcement (prevention, detection, apprehension and/or prosecution of offenders) and (iv) the provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving. If you are involved in a road traffic accident in the UK, the EEA and certain other territories, insurers and/or MIB may search MID to obtain relevant information. Persons (or their representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on MID. It is vital that MID holds your correct registration. If it is incorrectly shown on MID you are at risk of having your vehicle seized by the Police. You can check that the correct registration number is shown on MID at www.askmid.com. You can find out more about this at www.mib/org.uk. You should show this notice to anyone insured to drive the vehicle covered under the policy.

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

## Your electronic information

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

### Call to find out more about:

### **Insurance**

- Insurance
- Business Insurance
- Van Insurance
- Classic Car Insurance
- Home Insurance
- Home Emergency Response
- Maps, Guides and Atlases
- Life Insurance
- Pet Insurance
- Caravan Insurance
- Holiday Homes Insurance
- Personal Injury Claims
- Overseas Car Insurance
- Golf Insurance

### **Breakdown**

- Breakdown Cover
- European Breakdown Cover

### **Financial Services**

■ Credit Card

### Other Services

- Driving School
- Travel Insurance

## Call **0800 21 11 11** or visit **theAA.com**

### For any motorcycle policy enquiries please contact:

AA Insurance Services, PO Box 2AA, Newcastle upon Tyne NE99 2AA. Tel: 0844 836 1052.

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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