



# AA Van Insurance policy booklet

AA Van Insurance





# A guide to your policy booklet

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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.

# Definitions

Certain words have specific meanings wherever they appear in the following pages of your Van Insurance policy. To help you identify these we've printed them in ***bold italics***.

<b>AAIS</b>	Automobile Association Insurance Services Limited
<b>Certificate of Motor Insurance</b>	The document headed <b><i>Certificate of Motor Insurance</i></b> which provides evidence of the existence of motor insurance as required by law. The <b><i>Certificate of Motor Insurance</i></b> shows, amongst other things: <ul style="list-style-type: none"><li>■ what <b><i>Vehicle</i></b> is covered;</li><li>■ who is allowed to drive the <b><i>Vehicle</i></b>; and</li><li>■ what the <b><i>Vehicle</i></b> can be used for.</li></ul>
<b>Endorsement</b>	An alteration to the wording of the Insurance Document noting a change in the terms or the details of the insurance contract.
<b>Excess</b>	The part of a claim <b><i>You</i></b> must pay, the amount of which is shown on <b><i>Your Schedule</i></b> .
<b>Geographical limits</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including transit by sea, air and land within and between those places.
<b>Dangerous goods</b>	<b><i>'Dangerous goods'</i></b> means those detailed in: <ul style="list-style-type: none"><li>■ The carriage of dangerous goods and use of transportable pressure equipment regulations 2007 and the European agreement concerning the international carriage of dangerous goods by road (ADR) or both as amended or replaced from time to time.</li></ul>
<b>Fire</b>	Fire, lightning or explosion.
<b>Inexperienced</b>	A driver who holds a provisional driving licence or who has held a full United Kingdom driving licence for less than 12 months.
<b>Insurer</b>	The Insurance Company or Underwriters at Lloyd's as specified in the <b><i>Statement of Insurance</i></b> , the <b><i>Schedule</i></b> , Policy Summary and the <b><i>Certificate of Motor Insurance</i></b> on whose behalf this Insurance Document is issued.
<b>Market Value</b>	The cost of replacing the <b><i>Vehicle</i></b> with one of a similar age, type, mileage and condition, at the date of the accident or loss.
<b>No Claim Discount</b>	The reduction allowed in <b><i>Your</i></b> premium if a claim has not been made or arisen during the previous period(s) of insurance.
<b>Period of Insurance</b>	The effective dates of cover provided by this policy which are displayed on <b><i>Your Certificate of Motor Insurance</i></b> and <b><i>Schedule</i></b> .
<b>Revenue weight</b>	The <b><i>Revenue Weight</i></b> is shown on <b><i>Your</i></b> UK registration certificate (V5C).

# Definitions

## continued

<b>Schedule</b>	The latest <b>Schedule</b> issued to <b>You</b> . This forms part of the contract of insurance. It gives details of the sections of the policy which apply, the premium <b>You</b> have to pay, the <b>Vehicle</b> which is insured and details of any <b>Excess</b> or <b>Endorsements</b> .
<b>Statement of Insurance Terrorism</b>	The form that shows the information <b>You</b> gave to <b>AAIS</b> , including information given on <b>Your</b> behalf and verbal information <b>You</b> gave.  (i) any act including but not limited to (a) the preparation, use or threat of force and/or violence and/or (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes and/or the intention to influence, intimidate or coerce any Government and/or any intention to disrupt any segment of the economy.  (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above.  (iii) any act deemed by the Government to be an act of terrorism.
<b>The Road Traffic Act Theft</b>	The Road Traffic Act 1988 as amended by The Road Traffic Act 1991.  Theft or attempted theft 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>Trailer Vehicle</b>	Any drawbar trailer or semi-trailer.  Any Motor vehicle <b>You</b> have given details of and whose registration number is shown on <b>Your</b> current <b>Certificate of Motor Insurance</b> . Accessories and spare parts are included in the definition of the <b>Vehicle</b> when they are in or on the <b>Vehicle</b> or locked in <b>Your</b> own garage.
<b>You/Your</b>	The person or company shown under ‘Policyholder details’ or ‘Insured details’ in the <b>Schedule</b> and the <b>Certificate of Motor Insurance</b> .

# AA Insurance Services

## Introduction to your Van Insurance cover

Insurance has been effected between an insurance company or certain underwriters at Lloyd's (the '**Insurer**') and **You** the insured.

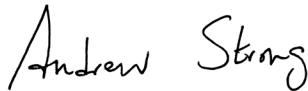
The name of the **Insurer** can be found in the **Statement of Insurance**, the **Schedule**, Policy Summary and the **Certificate of Motor Insurance**.

Information and statements provided by **You** have been relied upon by the **Insurer** in entering into this insurance. Such information and statements together with this Policy Document, the **Statement of Insurance**, the **Schedule**, **Certificate of Motor Insurance** and any **Endorsements** (shown on the **Schedule**) must be read as a whole as they constitute the legally binding contract of insurance between **You** and the **Insurer**.

The **Insurer** has agreed to insure **You** subject to the terms, conditions and exclusions contained in or endorsed upon this Policy Document 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 as is directly sustained in connection with the **Vehicle**.

For Lloyd's Policies: In order that these documents may be signed and issued as evidence of the insurance, the **Insurer** has entered into a written binding authority contract, which empowers an authorised Director of Automobile Association Insurance Services Limited to sign and issue this Policy on behalf of Lloyd's underwriters.

For and on behalf of the Insurer

A handwritten signature in black ink that reads "Andrew Strong". The signature is written in a cursive, flowing style.

Andrew Strong  
Chief Executive  
Automobile Association Insurance Services Limited

# If you need to make a claim

## If you need to claim

- First check **Your** policy and insurance certificate carefully to make sure that **Your** claim is valid. Please also read the policy conditions.
- Then phone the **AAIS** claimline as soon as possible. They will tell **You** what you need to do next.
- **You** may be required to fill in a claim form. If so, fill it in fully and send it to the address on the claim form as soon as **You** can. Please remember to enclose all of the information and documents **You** have been asked for.

## Claimline

**0844 836 1127**

24 hours a day, 365 days a year.

# If you need to complain

## If you need to complain

It is always **AAIS** and **Your Insurer's** intention to provide the best possible standard of service however if something does go wrong, we'd like to know about it. We'll do our best to resolve it for **You** as quickly as possible and the following processes have been arranged for **Your** convenience.

### a) If **Your** complaint is about **AAIS**

There are several ways **You** can contact us.

- Phone: 0844 836 1128
- Email: Custcare@theAA.com
- Post: The Customer Care Unit AA Insurance Services PO Box 2AA Newcastle upon Tyne NE99 2AA
- Fax: 0292 072 5018
- Textphone: 0870 600 1303

**AAIS** will acknowledge **Your** complaint within five working days. If **AAIS** can't respond fully then they will tell **You** who is dealing with it and when **You** will hear from them. They'll do their best to respond fully within four weeks. If this isn't possible, they'll tell **You** why and when **You** can expect a full response.

### b) If your complaint is about **Your** authorised **Insurer**

**You** need to contact them directly. It's best to write to the chief executive, and the address will be on **Your Certificate of Motor Insurance**.

**AAIS** are always on hand to pass **Your** complaint on to **Your** authorised insurer, and also to chase them for a reply if **You** need help.

If **You** remain dissatisfied with the final response to **Your** complaint with **AAIS** or **Your Insurer**, **You** can contact the Financial Ombudsman Service for help and advice.

- Phone: 0300 123 9123 or 0800 023 4567
- Email: complaint.info@financial-ombudsman.org.uk
- Post: Insurance Division Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

**Please make sure you always quote your policy number from your certificate of insurance.**

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

This complaints procedure does not affect your statutory rights.

# What you need to tell AAIS

Changes **You** must tell **AAIS** about:

**You** must tell **AAIS** straight away if anything changes which might affect **Your** insurance. If **You** are not sure whether it's important tell **AAIS** just in case. Any changes which **You** don't tell us about may mean that **Your** policy is void.

**AAIS** need to know things like:

- Any change of drivers.
  - Anyone who drives the **Vehicle** receives a motoring conviction (including fixed penalty offences).
  - Anyone who drives the **Vehicle** has a pending prosecution.
  - Anyone who drives the **Vehicle** has a non-motoring conviction.
  - Anyone who drives the **Vehicle** suffers from a medical condition which requires notification to DVLA.
  - **You** change the purpose the **Vehicle** is used for.
  - **You**, or any driver, change job or start a new job.
  - The **Vehicle** is changed from the manufacturer's original specification.
  - **You** take the **Vehicle** abroad for more than the maximum period shown in the **Schedule** or outside the EU.
  - **You** change **Your** address or the address where **You** keep the **Vehicle** overnight.
  - The details in the **Schedule** change.
  - The **Vehicle** is involved in an accident or a **Fire**, or someone steals, damages or tries to break into it.
  - Anyone who drives the **Vehicle** is involved in any accident or has a **Vehicle** damaged or stolen.
- Anyone who drives the **Vehicle** has had insurance refused or cancelled, or has had special terms imposed.
  - **You** sell the **Vehicle**, change the **Vehicle** or its registration number, or get another **Vehicle**. **Your Certificate of Motor Insurance** specifies the insured **Vehicle** by its **Vehicle** registration number and no cover applies to any additional or replacement vehicle until a **Certificate of Motor Insurance** or a temporary cover note bearing the vehicle registration number of the additional or replacement vehicle has been issued to **You**.

If **You** do not tell **AAIS** any of these things, **Your** policy may no longer be valid or the **Insurer** may not pay a claim.

The customer service number you should ring: **0844 836 1128**.

# Summary of cover

See the Cover indicated in **Your Statement of Insurance, Schedule** and **Policy Summary** as these define the cover provided to **You** under this Policy Document.

SECTION NAME	COVER APPLICABLE		
	COMPREHENSIVE	THIRD PARTY FIRE & THEFT	THIRD PARTY ONLY
Section A: Damage to the Vehicle	✓		
Section B: Broken Windscreen and Windows	✓		
Section C: Fire and Theft	✓	✓	
Section D: Personal Accident	✓		
Section E: Medical Expenses	✓		
Section F: Personal Belongings	✓		
Section G: Liabilities to Third Parties	✓	✓	✓
Section H: Using your Vehicle Abroad	✓	✓	✓
Section I: Spanish Bail Bond	✓	✓	✓
Section J: No Claim Discount	✓	✓	✓
Section K: Optional No Claim Discount Protection (only applies if shown on <b>Your Schedule</b> )	✓	✓	✓
Section L: Replacement Locks	✓		
Section M: Courtesy Vehicle	✓		

# Section A

## Damage to the vehicle

### What is covered by this Section

The **Insurer** will pay for damage to the **Vehicle** by (at the **Insurer's** discretion) repairing or replacing or paying in cash the amount of the loss or damage. The maximum amount payable will be the **Market Value** of the **Vehicle**.

In the event the **Insurer** settles a claim by replacing or paying for the **Vehicle**, the damaged **Vehicle** will then at the **Insurer's** discretion become the property of the **Insurer**. If to the **Insurer's** knowledge the **Vehicle** belongs to someone else or is the subject of a hire purchase or leasing agreement the **Insurer** will make any payment for its total loss or destruction to its owner to the extent of their legal requirement (whose receipt shall be a full and final discharge) rather than to **You**.

The **Insurer** use parts that have not been supplied by the original manufacturer to repair the **Vehicle**.

The **Insurer** will also cover the cost of replacing or repairing the manufacturer's fitted audio and satellite navigation equipment up to the limit shown in the **Schedule**.

#### **New Vehicle Replacement**

The **Insurer** will not pay more than the **Market Value** of the **Vehicle** unless:

- the loss or damage happens before the **Vehicle** is a year old and **You** are its first and only registered keeper; and
- the cost of repair is valued by the **Insurer** at more than 60% of the cost of buying an identical new vehicle at the time of the loss or damage (based on the UK list price) and including car tax and VAT at the date the damage occurred.

In these circumstances, if **You** ask the **Insurer** to, the **Insurer** will replace the **Vehicle** (and pay reasonable delivery charges) with a new **Vehicle** of the same make, model and specification.

### What is not covered by this Section

- **Excess** – the first amount of any claim for damage to the **Vehicle**, as shown in the **Schedule**. **You** must pay this amount for every incident **You** claim for under this section.
- Loss of or damage to the **Vehicle** caused by **Fire** or **Theft**.
- Loss of use of the **Insured Vehicle** or any loss resulting from loss of use of the **Insured Vehicle**.
- Loss of or damage to tools of trade, personal belongings, documents or goods.
- Wear and tear or depreciation.
- Mechanical, electrical, electronic or malfunction and computer failures or breakdowns or breakages.
- Damage to tyres caused by braking, punctures, cuts or bursts not as a direct result of the accident.
- Costs of importing parts or accessories, storage costs caused by delays, where the parts or accessories are not available from current stock in the UK.
- Any amount over the cost shown in the manufacturer's UK latest price guide and reasonable costs for fitting, if any lost or damaged parts or accessories are not available.
- Loss of or damage to phone equipment.
- The **Vehicle** losing value after, or because of, repairs.
- Loss of or damage to the **Vehicle** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- The **Vehicle** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss or damage to the **Vehicle** caused by an inappropriate type or grade of fuel being used.

# Damage to the vehicle (continued)

## What is covered by this Section

The **Insurer** will only do this if:

- The **Insurer** can buy a **Vehicle** straight away in the UK; and
- **You** have provided a copy of permission from the hire-purchase company (if this is how **You** bought the **Vehicle** and **You** have not finished paying for it).

### Accident Recovery

If your **Vehicle** can not be driven because of the loss or damage covered under this policy. The **Insurer** will pay the reasonable cost of protection and taking the **Insured Vehicle** to the nearest suitable **Insurer** or place of storage after such damage and where appropriate returning it after repair to **Your** address as shown in the **Statement of Insurance**.

## What is not covered by this Section

- That part of the cost of any repair or replacement which improves the **Vehicle** beyond the condition before loss or damage occurred.

## Section B

# Broken windscreen and windows

## What is covered by this Section

If the windscreen or any window in the **Vehicle** is broken during the **Period of Insurance**, the **Insurer** will pay the cost of repairing or replacing it. The **Insurer** will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.

A claim under this section only will not affect **Your no claim discount** if this is the only damage claimed for.

## What is not covered by this Section

- **Excess** – the first amount of any claim if the glass is replaced rather than repaired, as shown in the **Certificate of Motor Insurance** and/or policy **Schedule**.
- Loss of use of the **Insured Vehicle** or any loss resulting from loss of use of the **Insured Vehicle**.
- Costs of importing parts or accessories, or storage costs caused by delays, where the parts or accessories are not available from current stock in the UK.
- Any amount over the cost shown in the manufacturer's UK latest price guide and reasonable costs for fitting if any lost or damaged parts or accessories are not available.

## Section C

# Fire and Theft

### What is covered by this Section

The **Insurer** will pay for loss of or damage to the **Vehicle** caused by **Fire** or **Theft** (at the **Insurer's** discretion) by repairing or replacing or paying in cash the amount of the loss or damage. The maximum amount payable will be the **Market Value** of the **Vehicle** at the time of the loss.

In the event that the **Insurer** settles a claim by replacing or paying for the **Vehicle**, the **Insurer** reserves the right to own the salvage unless **You** wish to retain the salvage, provided **You** and the **Insurer** can agree a suitable deduction to be made from the claim payment to take its value into account.

If to the **Insurer's** knowledge the **Vehicle** belongs to someone else or is the subject of a hire purchase or leasing agreement the **Insurer** will make any payment for its total loss or destruction to its owner to the extent of their legal requirements (whose receipt shall be a full and final discharge) rather than to **You**.

The **Insurer** may at their option use parts that have not been supplied by the original manufacturer to repair the **Vehicle**.

The **Insurer** will also cover the cost of replacing or repairing the vehicle's audio and navigation equipment up to the limit shown in the **Schedule**.

#### **New Vehicle Replacement**

The **Insurer** will not pay more than the **Market Value** of the **Vehicle** unless:

- the loss or damage happens before the **Vehicle** is a year old and **You** are its first and only registered keeper, and
- the cost of repair is valued by the **Insurer** at more than 60% of the cost of buying an identical new vehicle at the time of the loss or damage (based on the UK list price) and including car tax and VAT at the date the damage occurred. In these circumstances, if **You** ask the **Insurer** to, the **Insurer** will replace the **Vehicle** (and pay reasonable delivery charges) with a new **Vehicle** of the same make, model and specification.

### What is not covered by this Section

- Loss of or damage to the **Vehicle** arising from **Theft** when no-one is in it, unless all its windows, doors, roof openings or hood are closed and locked. All keys or devices needed to lock the **Vehicle** are with **You** or the person authorised to use the **Vehicle**.
- **Excess** – The first amount of any claim, as shown in the **Schedule**. **You** must pay this amount for every incident **You** claim for under this section.
- Loss of use of the **Insured Vehicle** or any loss resulting from loss of use of the **Insured Vehicle**.
- Wear and tear or depreciation.
- Mechanical, electrical, electronic and computer failures, malfunctions or breakdowns or breakages.
- Costs of importing parts or accessories, or storage costs caused by delays, where the parts or accessories are not available from current stock in the UK.
- Any amount over the cost shown in the manufacturer's UK latest price guide and reasonable costs for fitting if any lost or damaged parts or accessories are not available.
- Loss of or damage to phone equipment.
- The **Vehicle** losing value after, or because of, repairs.
- Loss of or damage to the **Vehicle** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- Loss of or damage to the **Vehicle** caused by a member of **Your** immediate family, a person living in **Your** home, employees or ex-employees taking the **Vehicle** without **Your** permission.
- The **Vehicle** being confiscated or destroyed by or under order of any government or public or local authority.

# Fire and Theft (continued)

## What is covered by this Section

The **Insurer** will only do this if:

- the **Insurer** can buy a **Vehicle** straight away in the UK and **You** have provided a copy of permission from the hire-purchase company (if this is how **You** bought the **Vehicle** and **You** have not finished paying for it).

## Section D Personal accident

### What is covered by this Section

If **You** or **Your** husband, wife or civil partner are aged under 71 and are accidentally killed or injured while getting into, travelling in or getting out of the **Vehicle**, the **Insurer** will pay the following:

- For death – £5,000.
- For total and permanent loss of sight in one eye – £2,500.
- For total and permanent loss (at or above the wrist or ankle) of one hand or one foot – £2,500.

The **Insurer** will only pay these amounts if the only cause of the death or injury is an accident involving the **Vehicle** and the death or loss happens within three months of the accident.

This cover also applies to any passenger aged between 15 and 70 who is getting into, travelling in or getting out of the **Vehicle** (as long as there is a passenger seat for that person).

### What is not covered by this Section

- Loss from taking the **Vehicle** and returning it to its legal owner.
- Loss or damage to the **Vehicle** caused by an inappropriate type or grade of fuel being used.
- That part of the cost of any repair or replacement which improves the **Vehicle** beyond the condition before loss or damage occurred.

### What is not covered by this Section

- No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.
- Death or injury caused by suicide or attempted suicide, or intentional self injury or injury arising wholly or partly from natural disease or weakness in any form.
- Death of or injury to any person not wearing a seat belt when they have to by law.
- More than £10,000 for any one accident.
- More than £5,000 to any one person for any one accident.
- If **You**, or **Your** husband or wife, or civil partner hold any other motor insurance, payment will be made under one policy only.

## Section E

# Medical expenses

### What is covered by this Section

If **You** or anyone in the **Vehicle** is injured in an accident involving the **Vehicle**, the **Insurer** will reimburse up to £100 in medical expenses for each injured person.

## Section F

# Personal belongings

### What is covered by this Section

The **Insurer** will pay **You** or if **You** so wish the owner of such personal belongings for personal belongings in the **Vehicle** which are lost or damaged following an accident, a **Fire** or **Theft** involving the **Vehicle**.

The **Insurer** will pay the value of the personal belongings less an amount for wear and tear and loss of value.

### What is not covered by this Section

- More than £100 for each incident.
- Loss of or damage to phone equipment.
- Money, stamps, tickets, documents or securities (such as share or bond certificates).
- Loss or damage when no-one is in the **Vehicle**, unless all its windows, doors, roof openings or hood are closed and locked. All keys or devices needed to lock the **Vehicle** are with **You** or the person authorised to use the **Vehicle**.
- Property insured under any other policy.

# Section G

## Liabilities to third parties

### What is covered by this Section

The **Insurer** will cover **Your** legal liability for the death of or injury to any person. The **Insurer** will also cover **Your** legal liability for damage to other people's property up to the amount shown in the **Schedule** following:

- **You** using the **Vehicle**.
- Goods falling from the **Vehicle**.
- Loading and unloading the **Vehicle**.
- Any person driving the **Vehicle** with **Your** permission (as long as your **Certificate of Motor Insurance** shows that he or she is allowed to drive the **Vehicle**). The person driving must not be excluded from driving the **Vehicle** by any **Endorsement**, exception or condition.
- Any person using (but not driving) the **Vehicle**, with **Your** permission, for social, domestic and pleasure purposes.
- Any passenger in, getting into or getting out of the **Vehicle**.
- Any single trailer, trailer-caravan or broken-down vehicle while it is attached to the **Vehicle** and if allowed by law.

**When the Insurers written agreement is obtained beforehand the following will also be paid:**

- Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction.
- reasonable legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving caused by an accident which might involve legal liability covered under this policy.

### What is not covered by this Section

- Any amount the **Insurer** has not agreed to in writing.
- Liability for death of or injury to any of **Your** employees during the course of their work, even if the death or injury is caused by anyone insured by this policy. However, the **Insurer** will provide the minimum cover needed under **The Road Traffic Act**.
- Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.
- Any loss of or damage to a vehicle, trailer, trailer-caravan or broken-down vehicle covered by this policy.
- Any loss or damage caused while any **Vehicle** is in a place used for aircraft taking off, landing, parking or moving, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area. However, the **Insurer** will provide the minimum cover needed under **The Road Traffic Act**.
- Any amount over £250,000 for any one claim or series of claims arising from one event that causes loss of or damage to property while the **Vehicle** is being used to carry **Dangerous Goods**.
- Any loss or damage caused by loading or unloading the **Vehicle** when it is not on a public road.
- Any loss or damage caused by using the **Vehicle**, or any machinery attached to it, as a tool of trade.
- Loss of or damage to any bridge, weighbridge, viaduct, road or surface which the **Vehicle** is being driven on, or anything under the road surface, caused by vibration or by the weight of the **Vehicle** or its load.

## Section G

# Liabilities to third parties continued

### What is covered by this Section

- any costs and expenses for which **Your** employer or business partner is legally liable as a result of **You** using the **Vehicle** for their business;
- any other costs and expenses for which the **Insurer** has given its written permission; and
- emergency treatment charges set out in **The Road Traffic Act**.

If the only payment the **Insurer** makes is for emergency treatment charges, this will not affect **Your** no claim discount.

If anyone who is insured by this section dies while they are involved in legal action, the **Insurer** 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.

### What is not covered by this Section

- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.
- Any amount over £1,000,000 for one pollution or contamination event.
- Any amount over the limit shown in **Your Schedule** for any one claim or series of claims arising from one event that causes loss of or damage to property. This limit includes all costs, expenses and indirect losses.
- Foreign proceedings – any legal liability in respect of proceedings brought or judgement obtained in any court outside the United Kingdom unless such proceedings are brought or judgement obtained in the court of a foreign country arising out of the use of the **Vehicle** in that foreign country where the **Insurer** has agreed to extend this insurance to cover such foreign use.

## Section H

# Using your vehicle abroad

### What is covered by this Section

The **Insurer** will provide the cover shown on **Your Schedule**. **Your Schedule** will also show the maximum number of days that this cover applies for in any **Period of Insurance** while **You** are using the **Vehicle** within the European Union and any other country which has agreed to follow Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from the use of Motor vehicles (number 72/166/EEC).

The **Insurer** will also pay customs duty if the **Vehicle** is damaged and the **Insurer** decide not to return it after a valid claim on the policy.

The **Insurer** will only provide the minimum legal cover of the country **You** are visiting if **You** exceed the maximum number of days allowed by the **Insurer** as shown on **Your Schedule**.

# Section I

## No claim discount

### What is covered by this Section

As long as **You** have not made a claim during the **Period of Insurance** immediately before **Your** renewal, the **Insurer** will include a discount in **Your** renewal premium in line with the **Insurer's** current No Claim Discount Scale applicable at renewal.

**You** may not transfer this discount to any other person.

**Your** no claim discount will not be affected if the only claims **You** make are for a broken windscreen or windows under section B, replacement locks under section L or emergency treatment charges under section G and incidents for which the Insurer obtains a full recovery of all payments made.

# Section J

## Optional no claim discount protection

### What is covered by this Section

**You** will not lose any of **Your** no-claim discount as long as:

- **You** do not make more than two claims in any period of three years; and
- **You** have paid any extra premium the **Insurer** ask for.

If **You** make a second claim in any three year period, this policy section will be removed. **You** may have to pay a higher premium or **Excess** if **You** make any claims.

## Section K

# Replacement locks

### What is covered by this Section

If the keys, lock transmitter or entry card for a keyless entry system of the **Vehicle** are lost or stolen, the **Insurer** will pay up to £250 towards the cost of replacing:

- all entry locks that can be opened by the missing item;
- the lock transmitter, entry card and central locking system; and
- the ignition and steering lock;

as long as the **Insurer** is satisfied that any person who may have **Your** keys, transmitter or card knows the identity or garage address of the **Vehicle**. The **Insurer** will also pay the reasonable cost of protecting the **Vehicle**, transporting it to the nearest repairers when necessary and delivering it after repair to **Your** address. **Your** no-claim discount will not be affected solely as a result of making a claim under this section.

### What is not covered by this Section

The **Insurer** will not pay:

- any claim where the keys, lock transmitter or entry card are either:
  - a) left in or on the **Vehicle** at the time of the loss; or
  - b) taken without **Your** permission by a member of **Your** immediate family, a person living in **Your** home, an employee or an ex-employee.

## Section L

# Courtesy vehicle

### What is covered by this Section

An AA Comprehensive van insurance policy means that following an accident, you will usually be provided with the use of another **Vehicle** while **Your Vehicle** is undergoing repair, subject to **Your** repair being carried out by **Your Insurer**-approved repairer.

If **Your Insurer** instructs repairs to start a category 'A' vehicle will be supplied if available during the period of repairs. A courtesy vehicle is not available in respect of total loss claims or where the **Vehicle** has been stolen and unrecovered, or for accidents outside of the UK.

# General exclusions

## *This policy does not insure the following:*

1. The **Insurer** will not cover claims arising from any of the following.
  - a) The **Vehicle** being driven by someone who is not described in **Your Certificate of Motor Insurance** as entitled to drive.
  - b) The **Vehicle** being driven, with **Your** permission, by anyone who **You** know or after reasonable enquiry should have known does not hold a driving licence or is disqualified from driving.

However, the **Insurer** will still give cover if the person used to hold a licence and is still allowed to hold one by law.

- c) The **Vehicle** being driven by someone who does not meet all the conditions of their driving licence.
  - d) The **Vehicle** being used for a purpose that is not shown as covered in **Your Certificate of Motor Insurance**.

However, loss of or damage to the **Vehicle** is covered while the **Vehicle** is with a member of the Motor trade for servicing or repair.

2. If **You** receive any payment for giving people lifts in the **Vehicle**, the policy is not valid if:
  - a) the **Vehicle** is made or altered to carry more than six people including the driver;
  - b) **You** are carrying the passengers as part of a business of carrying passengers; or
  - c) **You** are making a profit from the payments **You** receive.
3. The **Insurer** will not pay for loss, damage, injury or legal liability if it is caused directly or indirectly by the following:
  - a) Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
  - b) The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
  - c) Pressure waves caused by aircraft (and other flying objects) travelling at or above the speed of sound.
  - d) Invasion, war, revolution or any similar event.
  - e) Acts of **Terrorism**.

However, the **Insurer** will provide the cover **You** need to meet the requirements under the Road Traffic Act.

4. The **Insurer** will not pay for any loss, damage, injury or legal liability arising during an earthquake, a riot or a civil disturbance occurring outside Great Britain, the Isle of Man or the Channel Islands, except under section G.
5. The **Insurer** will not pay for any liability **You** accept under an agreement or contract, unless **You** would have been legally liable anyway.
6. Any decision or action of a court which is not in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands is not covered by this policy unless the proceedings are brought or judgement is given in a foreign court because the **Vehicle** was used in that country and the **Insurer** had agreed to cover it there.
7. The **Insurer** will not cover claims arising outside the geographical limits other than as provided for in sections H.

# General conditions (covering all sections)

## **Claims Procedure**

Telephone – **0844 836 1127**

**You** (or **Your** legal representative or anyone claiming the benefit of this insurance) must send the **Insurer** any letter, claim, writ or summons as soon as **You** receive it. **You** must also let the **Insurer** know straight away if **You**, any person claiming benefit of this insurance or **Your** legal advisers know of any prosecution, inquest or fatal accident inquiry that might be covered under this policy.

## **Dealing with claims**

**You**, **Your** legal representative or any other person who claims under this policy must not negotiate, admit fault or make any payment, offer or promise of payment unless **You** have the Insurers written permission.

To recover any amount the **Insurer** has paid the **Insurer** can:

- negotiate, defend or settle any claim and choose the solicitor who will act for **You** in any legal action, and
- take any legal action in **Your** name or the name of any other person covered by this policy

The **Insurer** can do any of these in **Your** name or in the name of any person claiming under this policy. Anyone who makes a claim under this policy must give the **Insurer** any reasonable information and help the **Insurer** asks for.

## **Compulsory insurance**

If the law of any country says the **Insurer** must make a payment that the **Insurer** would not otherwise have paid, **You** or the person who incurred the liability must repay this amount to the **Insurer**.

## **Financial Services Compensation Scheme (FSCS)**

**Your Insurer** is covered by the Financial Services Compensation Scheme.

**You** may be entitled to compensation from the scheme if **Your Insurer** cannot meet its obligations. This depends on 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.

**You** can learn more about this scheme at [www.fscs.org.uk](http://www.fscs.org.uk) and by phoning 0207 892 7300.

## **Other insurance**

If any incident that leads to a valid claim is covered under any other insurance policy, the **Insurer** will only pay its share of the claim unless stated differently elsewhere in this policy.

# General conditions (continued)

## **Reasonable precautions**

Anyone covered by this policy must take all reasonable steps they can to protect the **Vehicle**, and anything in or attached to it, against loss or damage. (This includes making sure that the **Vehicle** has all its windows, doors, roof openings or hood closed and locked. All keys or devices needed to lock the **Vehicle** are with **You** or the person authorised to use the **Vehicle** when no-one is in it.) The **Vehicle** must be kept in good working order and the **Insurer** may examine the **Vehicle** at any time.

## **Keeping to the terms of the policy**

The **Insurer** will only pay claims if:

- any person claiming cover has met all the terms, conditions and **Endorsements** of the policy, as far as they apply, and
- the declaration and information given on the **Statement of Insurance** which this contract of insurance is based on is complete and correct as far as **You** know

## **Fraud**

The **Insurer** will not pay any claim which is in any part fraudulent or exaggerated, or if **You**, or anyone acting for **You**, uses fraudulent methods to get benefits under this policy.

If **You** make a claim which is at all false or fraudulent, or support a claim with any false or fraudulent statement or documents, **You** will lose all benefit and premiums **You** have paid for under this policy. In addition we may recover any sums paid by way of benefit under this policy. If **You** fraudulently provided us with false information, statements, or documents we may record this on the anti-fraud databases, we may also notify other organisations.

## **Cancellation**

Should **You** wish to cancel.

If **You** need to cancel **Your** policy contact **AAIS** on **0844 836 1128** or write to. The Customer Care Unit AA Insurance Services PO Box 2AA Newcastle upon Tyne NE99 2AA.

**You** have 14 days from the date **You** receive the policy or the date that **You** enter into the contract (whichever is later) to cancel the cover and receive a refund (unless **You** have made a total loss claim). **You** must return the **Certificate of Motor Insurance** to **AAIS**. Any refund will be subject to a pro rata charge for the period of cover **You** have received and any fees due to **AAIS** as detailed in the 'About AAIS' page which accompanies this booklet.

After the above 14 day period, **You** can cancel this policy by giving **AAIS** notice in writing and returning the **Certificate of Motor Insurance** to **AAIS**. If **You** have not made any claims during the current **Period of Insurance**, the **Insurer** will refund part of **Your** premium for the remaining time left on **Your** policy. If a claim has been paid which resulted in the **Insurer** declaring the **Vehicle** a total loss, **You** must pay the full annual premium and **You** will not be entitled to any refund. If a claim has been paid by the **Insurer** that did not result in the **Vehicle** being declared a total loss, the **Insurer** will deduct the cost of any payments made in relation to the claim (or claims) from any premium refund. If the cost of the claim (or claims) is greater than the annual premium, the **Insurer** will not pay any refund.

# General conditions (continued)

Refunds will be paid net of any fees due to **AAIS** as detailed in its terms of business.

## ***Instalment default cancellation***

If **You** are paying by instalments **You** irrevocably authorise **AAIS**, as **Your** agent, at **AAIS'** discretion to cancel this insurance following and in accordance with any default notice sent to **You**. **You** also irrevocably authorise **AAIS** to receive any refund of premium and apply it to pay or reduce any sums owed including commission paid by the **Insurer** to **AAIS** in relation to this insurance. If there is any residual balance of return premium this will be paid to **You**. Please note where a claim has arisen under this insurance and the policy is cancelled in accordance with this paragraph, no refund will be available from the **Insurer** and **You** must pay the outstanding sum in full to **AAIS**. **You** must also return **Your Certificate of Motor Insurance** to **AAIS**.

## ***Cancellation by Your Insurer or AAIS (excluding Instalment defaults)***

The **Insurer** or **AAIS** can cancel this policy by sending **You** seven days' notice to **Your** last known address. **You** must then send **Your Certificate of Motor Insurance** back to us and the **Insurer** will refund a proportion of the premium for the remaining period of insurance. Any such cancellation by **You**, the **Insurer** or **AAIS** shall not affect the rights or liabilities before such cancellation takes effect.

## ***The Contracts (Rights of Third Parties) Act 1999***

Save for the rights granted to AA Insurance Services 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.

## ***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 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, 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 the **Insurer** and **AAIS** undertake to communicate in this language for the duration of the policy.







## Call to find out more about:

### Insurance

- Car Insurance
- Motorcycle Insurance
- Classic Car Insurance
- Home Insurance
- Travel Insurance
- Business Insurance
- Life Insurance
- Pet Insurance
- Caravan Insurance
- Holiday Home Insurance
- Personal Injury Claims
- Overseas Car Insurance

### Breakdown

- Breakdown Cover
- European Breakdown Cover

### 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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