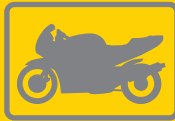


Van Hire

policy booklet



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.

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.

AA Van Insurance Policy	The AA comprehensive or third party, fire and theft van insurance policy in the name of the Policyholder which covers the Insured Vehicle and the Insured Person .
AAIS	Automobile Association Insurance Services Limited.
Hire Vehicle	A replacement vehicle similar to the Insured Vehicle as determined by the Provider up to the maximum permissible weight of 3.5 tonnes which is for use within the Territorial Limits. (Excluded vehicles please refer to general exclusions section 'M').
Insurer	Saga Insurance Company Limited, 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). UK branch address: Saga Insurance Company Limited, The Saga Building, Enbrook Park, Folkestone, Kent CT20 3SE. Authorised and regulated by the Commissioner of Insurance, Financial Services Commission, Gibraltar and regulated by the Financial Services Authority, United Kingdom. Saga Insurance Company Limited is a member of the Association of British Insurers.
Insured Incident	Any of the following incidents involving the Insured Vehicle which occurs during the Period of Insurance where such incident is subject to a valid claim under the AA Van Insurance Policy and arises from: <ul style="list-style-type: none"> i) a road traffic accident or Theft as a result of which the insurer of the AA Van Insurance Policy has declared that the Insured Vehicle 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 Vehicle is a total loss at Your cost. ii) Theft of the Insured Vehicle has occurred and the Insured Vehicle remains unrecovered.
Insured Person	A person aged between 21 and 78 years at the time of purchase of this Policy and who holds a valid full UK driving licence and who is insured under a valid AA Van Insurance Policy (as an insured person under that policy) to drive the Insured Vehicle .
Insured Vehicle	The motor vehicle insured on the AA Van Insurance Policy for which a Premium has been paid under this Policy and which is identified in the Schedule of the AA Van Insurance Policy .
Period of Hire	The period agreed in writing between You and the Provider for hire of the Hire Vehicle (please refer to 'What is covered' section C).
Period of Insurance	The insurance offered is a 12 month contract and runs concurrently with Your AA Van Insurance Policy . In the event of cancellation/non renewal of Your Van insurance all cover under this insurance will cease.

Definitions

continued

Policy	This Policy of insurance which, subject to its terms, covers the charges of hiring a Vehicle .
Policy Holder	The person who has taken out this Policy and has paid the required premium.
Premium	The payment to be paid by the Policyholder to AAIS (and received on behalf of the Insurer) in relation to this policy.
Provider	The supplier of the Hire Vehicle as nominated by AAIS from time to time.
Schedule	The letter which includes details of the Period of Insurance , the Insured Persons , the Premium and the policy number of the AA Van Insurance Policy .
Territorial Limits	Only the charges of vehicles hired from the Provider in Great Britain, Isle of Man and Northern Ireland nominated by AAIS and used within these territorial limits are covered.
Theft	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.
Third Party	The other person(s) and/or party(s) responsible for the Insured Incident , excluding the Insured Person and/or Policyholder .
You/Your	The Insured Person .

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 meets **Your** needs.

The information and statements provided by the **Policyholder** have been relied upon by the **Insurer** in entering into this insurance. Such information and statements together with this policy booklet including the **policy** summary must be read as a whole as they constitute the legally binding contract of insurance between the **Policyholder** and the **Insurer**.

Please tell **AAIS** right away if anything changes which might affect this insurance. If **you're** not sure whether it's important tell us just in case. Any changes which **You** don't tell **AAIS** about may mean that this policy is void.

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**.

For and on behalf of the **Insurer**



Andrew Strong,
CEO, AA Insurance Services Limited

Compliments and complaints

Customer services feedback

0844 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

0844 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

It is always **Your Insurer's** and **AAIS'** intention to provide the best possible standard of service however if something does go wrong, they'd like to hear about it. They'll do their best to resolve it for **You** as quickly as possible and the following process has been arranged.

a) If **Your** complaint is about AA Insurance Services

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

- Phone: 0844 836 1128
- Fax: 0844 836 0002
- Email: AAinfo@directchoice.co.uk
- Post: The Operations Manager
AA Insurance Services
Newmarket
Suffolk, CB8 9FT
- Textphone: 01638 569565

AAIS will acknowledge **Your** complaint within five working days. If

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

b) If **Your** complaint is about Saga Insurance Company Limited contact Customer Support at:

- Phone: 08705 33 22 11
- Email: Custcare@TheAA.com
- Post: Saga Insurance Company Limited, Fanum House,
Basing View, Basingstoke, Hampshire, RG21 4EA

Please make sure **You** always quote **Your** policy number on all correspondence.

If **You** remain dissatisfied with the final response to **Your** complaint, **You** may also be entitled to contact the Financial Ombudsman Service for help and advice.

- Phone: 0845 080 1800
- Email: complaint.info@financial-ombudsman.org.uk
- Post: Insurance Division Financial Ombudsman Service,
South Quay Plaza, 183 Marsh Wall, London, E14 9SR

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

Financial Services Compensation Scheme (FSCS)

Saga Insurance Company Limited ('SICL'), which underwrites AA Van Hire Insurance is covered by the FSCS. You may be entitled to compensation from the scheme if SICL 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 SICL is covered 100% for the first £2,000, and 90% of the balance of the claim. Further information about the compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or 020 7892 7300.

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 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

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

Insurance Cover

What is covered

- a. The **Insurer** will during the **Period of Insurance** indemnify 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 indemnify 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 indemnity (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 0844 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**.

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

Financial Services

- Personal Loans
- Visa Cards
- Savings
- Car Loans

Other Services

- Driving School
- Maps, Guides and Atlases

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

You may contact us using BT Tynetalk or by Textphone – 0870 600 1303. Information is also available in Large Print, Braille and Audio on request. Please call for details.

Automobile Association Insurance Services Limited is an insurance intermediary authorised and regulated by the Financial Services Authority.

Registered Office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA. Registered Number: 2414212 England.

Telephone calls may be monitored or recorded for quality assurance and compliance.

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 indemnified 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***.