

AA Car Hire Policy Wording

Welcome to AA Insurance Services Limited

A warm welcome and thank you for choosing to buy this car hire policy. Our aim at AA Insurance Services Limited (AAISL) is to combine value for money with peace of mind.

This policy wording includes everything you need to know about your car hire policy. Alternatively, you can always contact our experienced customer services agents who are there to help you.

If you're unfortunate enough to have need to use this policy, call us and our experienced claims staff will be there to guide and assist you through every step of the claims process.

The AA is able to offer great deals on many types of insurance. Either call us or visit us at www.theAA.com.

Who regulates us?

Automobile Association Insurance Services Limited (We) is an insurance intermediary authorised and regulated by the Financial Conduct Authority, registration number 310562. You can check this on The Financial Services Register by visiting their website www.fca.org.uk or by contacting 0800 111 6768. Automobile Association Insurance Services Limited, registered office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA, England and Wales. Company registration number 2414212.

Which companies do we deal with?

We have chosen to deal exclusively with Acromas Insurance Company Limited for car hire insurance. Please note that when receiving your premium, making a refund to you and handling any claims monies, we act as an agent for your insurer.

What services do we provide?

We may ask you some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed. You will not receive advice or a recommendation from us.

What will you pay for our services?

Other than in the event of a cancellation you will not have to pay a fee for our service. We will tell you about any other charges relating to any particular insurance policy.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

Automobile Association Insurance Services Limited (AAISL) are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claims. For insurance you are covered for 90% of the claim, without any upper limit. For compulsory insurance (e.g. 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 and by phoning **0800 678 1100** or **0207 741 4100**.

If you need to claim

When an insured incident occurs and you require the use of a hire vehicle you must:

- 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;
- then phone our Accident Assist team as soon as possible on 0330 053 0322 giving full details as required. They'll tell you what you need to do next and how your claim will be processed;
- 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;
- 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 the information and documents you've been asked for.

Upon receipt of a valid claim AAISL (acting as the agent of the insurer) will advise the provider in order to arrange the supply of a hire vehicle.

Accident Assist
0330 053 0322
24 hours a day
365 days a year

Demands and Needs

This policy meets the demands and needs of customers who require a courtesy car for up to 21 days (Comprehensive) or up to 14 days (Third Party Fire and Theft) if their own car is written off or is not recovered following theft.

Customer services feedback

0330 053 1056
Please talk to us

We'd like to know what you think about the service we give you. Please let us know if you have any suggestions or feedback for us.

Customer services helpline

0344 412 4684
For help or to ask any questions
8am - 7pm Monday to Friday
9am - 5pm Saturday
Please remember that you'll need the policy number each time you contact us.

If you need to complain about either this policy or the service provided following a claim

We aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

a) There are several ways you can contact us:

Phone: 0344 209 0556
Email: insurance.complaints@theAA.com
Post: AA Insurance Complaints,
Customer Solutions Team,
Q3 Quorum Business Park,
Newcastle Upon Tyne,
NE12 8EX

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 0234 567 or 0300 1239 123
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk
Post: Insurance Division, The Financial Ombudsman Service
Exchange Tower
London E14 9SR

This complaints procedure does not affect your statutory rights.

Use of personal information

Please refer to the wording under your AA Car Insurance policy booklet for information on the use of your personal data.

Renewing your cover

Each year we'll send you renewal terms. These may include renewing to a different insurer if the insurer of new policies of AA Car Hire insurance has changed during the year.

If you don't want to renew your policy, please let us know by calling 0344 412 4622.

Automatic Renewal

If you are paying for your AA Car Insurance Policy and AA Car Hire through our instalment account over 12 months, and have agreed to allow us to automatically renew your policy each year, at the end of each 12-month period we will write to confirm if we can automatically renew your cover. If we are able to do this, unless we hear from you, your cover will automatically be renewed to the insurer as specified in our letter. We will send you an important notice of any important changes that apply to your policy.

We will advise you of the premium and the new monthly instalments that you will have to pay and any changes to cover will take effect at renewal.

If you're paying by credit card and have agreed to allow us to collect the renewal premium automatically each year, then unless we hear from you, and as long as your

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AA Car Insurance Policy is also being renewed, we'll renew your cover automatically at the end of the 12-month period. Prior to doing this we will send a written reminder of the premium that you will have to pay and an important notice of any changes that apply to your policy wording.

If you wish to stop your policy from automatically renewing, please contact us to let us know.

You can contact us by:

Online: www.theaa.com/stop-auto-renew

Phone: 0344 412 4622

Post: AA Insurance Services Limited,
Q3 Quorum Business Park,
Newcastle Upon Tyne,
NE12 8EX

Any other questions?

Please call our customer services helpline on 0344 412 4684. We'll be happy to explain any part of this policy, answer questions and make changes to your personal details.

Introduction to your AA Car Hire Cover

Words which appear in **bold italics** have the meanings given to them in the Definitions section of the policy wording.

AA Car Hire Cover is arranged by Automobile Association Insurance Services Limited. AAISL handle the administration of your policy and will arrange for the provision of the car hire claims service.

AA Car Hire is underwritten by Acromas Insurance Company Limited, 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). UK branch address: 3 Pancras Square, London, NIC 4AG. Acromas Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar and is a member of the Association of British Insurers.

Acromas Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if AICL cannot meet its obligations. This depends on the type of business and the circumstances of the claims. For insurance you are covered for 90% of the claim, without any upper limit. For compulsory insurance (e.g. third-party motor) the claim is covered in full, without any upper limit. Further information about compensation scheme arrangements is available at www.fscs.org.uk or telephone **0800 678 1100 or 0207 741 4100**.

Acromas Insurance Company Limited has agreed to insure you subject to the terms, conditions, limitations and exclusions contained in this policy booklet against any costs of hire that may occur during any period of insurance for which the policyholder has paid the premium.

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

This insurance provides cover for the hire charges for the short term hire of a Hire Vehicle following an Insured Incident.

Policy Wording

Definitions

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

AA Car Insurance Policy

The comprehensive or third party, fire and theft car insurance policy in the name of the **Policyholder** which covers the **Insured Vehicle** and the **Insured Person**.

AAISL

Automobile Association Insurance Services Limited.

Hire Vehicle

A vehicle that is similar in size to the **Insured Vehicle**, up to a maximum of 2.0 litres and 5 seats which is provided by the **Provider** for use within the **Territorial Limits**.

Insurer

Acromas Insurance Company Limited.

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 Car Insurance Policy** and arises from

- i) Accidental damage, attempted theft, malicious damage or vandalism as a result of which the insurer of the **AA Car Insurance Policy** has declared that the **Insured Vehicle** is a total loss (*comprehensive cover policies only*); or
 - ii) Fire or **Theft** as a result of which the insurer of the **AA Car Insurance Policy** has declared that the **Insured Vehicle** is a total loss; or
 - iii) **Theft** of the **Insured Vehicle** has occurred and the **Insured Vehicle** remains unrecovered and **You** have supplied a valid police crime reference number.
- The **insurer** will permit a **hire vehicle** to be provided before the **Insured Vehicle** is declared a total loss when they consider that the details of the claim under the **AA Car Insurance Policy** will result in the **Insured Vehicle** being declared a total loss.

Insured Person

A person aged between 18 and 99 years at the time of purchase of this **Policy** and who holds a valid full driving licence and who is insured under a valid **AA Car Insurance Policy** (as an insured person under that policy) to drive the **Insured Vehicle**.

Insured Vehicle

The motor vehicle insured on the **AA Car Insurance Policy** for which a **premium** has been paid under this **Policy** and which is identified in the **Schedule**.

Period of Hire

The period agreed in writing between **You** and the **Provider** for hire of the **Hire Vehicle**.

Period of Insurance

The period as stated in the **Schedule**.

Policy

This policy of insurance which, subject to its terms, covers the charges of hiring a vehicle.

Policyholder

The person who has taken out this **Policy** and has paid the required **premium**.

Premium

The payment to be paid by the **Policyholder** to **AAISL** (and received on behalf of the **Insurer**) in relation to this **Policy**.

Provider

The supplier of the **Hire Vehicle** as nominated by **AAISL**.

Schedule

The letter which includes details of the **Period of Insurance**, the **Insured Persons**, the **Premium** and the policy number of this **Policy**.

Territorial Limits

Great Britain, Isle of Man and Northern Ireland.

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**.

We, Us, Our

Acromas Insurance Company Limited.

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Policy Wording

1. Your insurance cover

a. The **Insurer** will during the **Period of Insurance** cover 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**;
- (ii) the **Hire Vehicle** has been hired from a **Provider** within the **Territorial Limits** who has been nominated by **AAISL**; and
- (iii) where the cost of the **Hire Vehicle** is not recoverable by **You** or the **Insurer** of **Your AA Car 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 insured by **Your AA Car 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) up to 21 days of continuous use of the **Hire Vehicle** if **You** are insured on a comprehensive basis under the **AA Car Insurance Policy** at the time of the **Insured Incident**; or
- (ii) 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 Car 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 7 days after payment is issued to the **Policyholder** under their **AA Car Insurance Policy** by their car insurer 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 under 1.a. above by paying the amount of hire car charges covered by this **Policy** direct to the **Provider**. The **Insurer** will have no liability for the acts or omissions of the **Provider**.

2. 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 Car Insurance Policy** does not provide cover (in whole or in part) for the **Insured Incident**.
- d. any hire charges incurred after the end of the periods stated in Section 1c and 1d.
- e. any hire charges incurred if the **Hire Vehicle** is not returned at the correct time and date.
- f. any claim in relation to a **Hire Vehicle** not arranged by the **AAISL** nominated **Provider** following notification of a claim to **AAISL**.
- g. any claim resulting from **Theft** of the **Insured Vehicle** which has not been reported to the Police as soon as was possible.
- h. any claim under this **Policy** reported to **AAISL**
 - (i) more than 14 days after the **Insured Vehicle** is declared a total loss by the insurer of the **AA Car 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 **AAISL**.
- j. sea transit charges in the delivery and collection of the **Hire Vehicle**.

k. any claim found 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 exclusion 2m).

l. any excess payable under the motor insurance of the **Hire Vehicle** in the event of a claim, such as following an accident involving the **Hire Vehicle** or a **Theft** of the **Hire Vehicle**.

m. any claim that **You** knowingly make that is found to be false or fraudulent, or supported by 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 prosecute and seek to recover any sums paid by way of benefit under this **Policy**.

3. General conditions

This **Policy** is subject to the following conditions and cover will only apply and charges be met if **You** and/or the **Insured Person** has complied with these conditions.

a. a security/fuel deposit will be payable by **You** to the **Provider** on collection of the **Hire Vehicle**. The deposit can only be paid using a credit or debit card in **Your** name. 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 licence and proof of personal identification including address, e.g. utility bill.

c. **You** must be insured under a valid **AA Car Insurance Policy**. If at any time the insurer of the **AA Car Insurance Policy** notifies **AAISL** that **You** may no longer have a valid claim under **Your AA Car Insurance Policy** and **You** are in possession of a **Hire Vehicle** then the **Hire Vehicle** will be withdrawn until such time as a valid claim is confirmed by them. Any days **You** have been in possession of the **Hire Vehicle** will be deducted from **Your** entitlement should the **Hire Vehicle** be returned to **You**.

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 car insurance in which case **You** must arrange **Your** own car 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 Car Insurance Policy** will not provide car insurance cover in relation to a **Hire Vehicle**.

e. a **Hire Vehicle** will only be provided after an **Insured Incident**. Where **Theft** of the **Insured Vehicle** occurs 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 **AAISL** requests and may be required to fill in a claim form.

f. **You** must co-operate with the insurer of the **AA Car Insurance Policy** at all times throughout the life of **Your** claim with them and provide them with whatever information, documentation and help that is needed to enable **Your** claim to be settled as quickly as possible.

g. provision of a **Hire Vehicle** in Northern Ireland and the Isle of Man is restricted, by law, to drivers aged 23 years and over.

h. 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.

i. 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**.

j. 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**. Anyone claiming under this policy must give the **Insurer** whatever information, documentation and help they require.

k. Cancellation

Procedures are explained below dependent on who invokes cancellation.

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i) The Policyholder

Where the **Policyholder** cancels the **AA Car Insurance Policy** then this car hire **Policy** will automatically also be cancelled on the same date (please refer to the terms and conditions in **AA Car Insurance policy** booklet).

If the **Policyholder** needs to cancel this AA Car Hire **Policy** contact **AAISL** on 0370 1600 137.

The **Policyholder** will, for a period of 14 days from the date the **Policyholder** receives the **Policy** documentation or the date the **Policyholder** enters into the contract (whichever is later), have a right to cancel this **Policy** and receive a refund. This refund will be subject to a charge for the period of cover the **Policyholder** has received except where cover has not commenced prior to the end of this 14-day period, in which case the **Policyholder** will be entitled to a full refund of the **Premium** the **Policyholder** has paid.

Beyond the above period, the **Policyholder** may cancel this insurance at any time but no refund will be provided to the **Policyholder**.

Note: where the **Policyholder** chooses to cancel AA Car Hire by itself (i.e. without cancelling **AA Car Insurance**) the **Policyholder's AA Car Insurance Policy** will not be affected.

ii) AAISL (Instalment defaults)

If **You** are paying for **Your AA Car Insurance Policy** and AA Car Hire **Policy** by instalments **You** irrevocably authorise **AAISL**, as **Your** agent, at **AAISL's** discretion to cancel both **Your AA Car Insurance Policy** and **Your** AA Car Hire **Policy** following and in accordance with any default notice sent to **You**. **You** also irrevocably authorise **AAISL** to receive any refund of premium due on **Your AA Car Insurance Policy** (AA Car Hire **Policy Premium** being non-refundable) and apply it to pay or reduce any sums owed to **AAISL** including commission (up to a maximum of £75) paid by the **Insurer** to **AAISL** in relation to these and any outstanding **Premium** due on this AA Car Hire **Policy**. Please see the terms and conditions of **Your AA Car Insurance Policy** for details as to the circumstances in which a refund may be payable on that policy.

If **Your** AA Car Hire **Policy** is cancelled under this paragraph k (ii), as per paragraph k (i) no refund of **Premium** on this **Policy** will be due and you will still owe **AAISL** any **Premium** for this **Policy** which remains unpaid. You must therefore pay the sum **You** owe to **AAISL** contained in the default notice in full.

iii) Insurer and AAISL

The **Insurer** or **AAISL** 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 **AAISL** will not affect any rights and responsibilities arising before cancellation takes place.

5. 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 where the business is 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.

6. 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**.

7. The Contracts (Rights of Third Parties) Act 1999

Save for the rights granted to **AAISL** 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.