



# Car Insurance Policy booklet

October 2015

**Car Insurance**



*Your 4th  
Emergency  
Service*

## WELCOME TO AA INSURANCE SERVICES

A warm welcome and thank you for choosing to insure your car through us. Our aim at AA Insurance Services is to combine value for money with peace of mind, making Car Insurance as straightforward as possible.

Your policy booklet, Statement of Insurance and Certificate of Insurance (including any Endorsements) include everything you need to know about your Car Insurance cover. Alternatively, you can always contact our experienced customer service agents who are there to help you with all your Car Insurance needs.

If you're unfortunate enough to have an accident regardless of fault, 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 you more than just great deals on Car Insurance. If you want more information on our other products, we can help you. Either call us or visit our website on theAA.com.



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## POLICY SUMMARY

This is a summary of the main features and benefits of this policy which is intended to provide you with basic details of your motor insurance contract. You will find your insurance cover type, who the car insurance is provided by and the dates the insurance is valid for on your Statement of Insurance. This summary is not a statement of the full terms and conditions of your policy, which can be found elsewhere in this policy booklet and which should be read in conjunction with your Statement of Insurance and your Certificate of Motor Insurance (including any Endorsements). In addition, please see specific endorsements which apply to your policy as some benefits sections may be restricted or excluded depending on your individual circumstances.

### Main features and benefits

For cover applicable to Third Party Fire & Theft and Third Party only, see page 7 for a summary of cover.

#### Section 1. Liability to Others

Covers your liability to other people as a result of an accident involving the insured car and other people's liability as the result of an accident involving the insured car (up to £20 million for property damage and up to £5 million for costs and expenses).

#### Section 2. Loss or Damage

Covers loss or damage to the insured car by accidental damage, fire, theft or attempted theft. Covers damage to the insured car and its accessories up to their market value. When damage relates only to the breakage of the windscreen, sunroof or other windows your No Claims Discount will not normally be affected. Non-manufacturer fitted audio, satellite navigation and/or communication equipment up to £750 (£1000 for AA Members).

#### Section 3. Personal Belongings

Loss or damage to personal belongings up to £250 (£500 for AA Members other than for portable satellite navigation equipment where the limit remains at £250) while they are in the insured car.

#### Section 4. Damage to trailers

Applies to any single axle trailer kept in a safe and roadworthy condition while attached to the insured car (subject to excess).

#### Section 5. Injury to you or your partner

Provides up to £5,000 (£7,500 for AA Members) cover for death or injury to you or your partner involving the insured car or while travelling in or getting out of any other private car.

#### Section 6. Medical Expenses

Medical expenses up to £400 (£500 for AA members) per person incurred by you or your passengers as a result of an accident involving the insured car.

#### Section 7. Emergency Treatment

Any emergency treatment fees arising from an accident covered by this policy as required by the Road Traffic Act.

#### Section 8. Car Sharing

Covers the use of the insured car as part of a car sharing arrangement for the carriage of passengers including if you accept payment, provided the total payments for the journey do not involve an element of profit and the passengers are not being carried in the course of a business of carrying passengers.

#### Section 9. No Claim Discount

If no claim has been made during the current insurance year, a discount to your renewal premium will be allowed in accordance with the Insurers No Claims Discount scale.

#### Section 10. Travelling Abroad

Temporary extension of full policy cover for up to 90 days is provided while the insured car is being used in any member country of the European Union and associated countries unless amended by endorsement. For full details see page 15.

#### Section 11. Additional or Replacement Car

Any change of car or acquisition of an additional car must be notified. No cover applies to the additional or replacement car until a Certificate of Motor Insurance or temporary cover note has been issued to you.

#### Section 12. Replacement Locks

Up to £1,000 for the cost of the vehicles replacement keys, lock transmitter or entry card for a keyless entry system and any associated locks or locking system. No Excess is applicable when making a claim under this section.

#### Section 13. Child Car Seats

Cost of replacement child seat or booster seat following an accident involving the insured car.

#### Section 14. Overnight accommodation or onward transport

Up to £300 per person (£500 max for all occupants of the vehicle) towards travel costs or overnight accommodation if you are unable to continue your journey as a result of loss or damage to the insured car.

### **Section 15: Uninsured Driver Promise**

You will not have to pay an excess and you will not lose your no claim discount if your car is hit by an identified driver who is not insured, provided that we establish the accident was not your fault and you can give us the other vehicle's make, model and valid registration number. Please refer to page 16 in this booklet for further details. The Uninsured Driver Promise is applicable to comprehensive policy holders only.

### **Section 16. General Exclusions**

Please refer to page 16 of this Policy Booklet for details of general exclusions which apply.

### **Section 17. General Conditions**

Please refer to page 17 of this Policy Booklet for details of general conditions which apply.

The above sections are subject to terms and conditions. The increased benefits applicable to AA Members apply only if the Policyholder is an AA Member at the time of the incident.

### **Are there any significant exclusions or limitations to this policy and where will I find them?**

This section states particular items not covered under your policy. For a full list of exclusions please refer to your policy booklet, see page 4 for a summary of cover.

Cover is not provided for loss or damage:

1. by deception by a purchaser or agent (Section 2);
2. wear and tear or depreciation (Section 2);
3. to the insured car arising from theft when the ignition keys, lock transmitter or entry card are left unattended in or on the insured car (Section 2);
4. accidental injury or liability when the insured car is driven by a person who is not a permitted driver (Section 16).

Note Third Party Fire and Theft: Section 2 only applies in respect of loss or damage caused directly by Fire or Theft.

### **What if I change my mind about continuing with this policy?**

If you need to cancel your policy contact AA Insurance Services on 0344 412 4684.

You will, for a period of 14 days from the date you receive your policy documentation or the date you enter into the contract (whichever is the later), have a right to cancel this policy and receive a refund (unless you have made a total-loss claim). This refund will be subject to a charge from your Insurer for the period of cover you have received, with a minimum charge of £15, and AAIS may retain its arrangement fee of £28. Where cover has not commenced prior to the end of this 14-day period, you will be entitled to a full refund of the premium you have paid and a full refund of any AAIS arrangement fee.

Beyond the above period, you will still be entitled to cancel this policy, however further terms and conditions will apply in these circumstances. Full details of the action you need to take and the conditions upon which this right applies can be found in your policy booklet (See page 18 of this booklet - 'Subsection 3' of 'Section 17: General Conditions').

### **What if I need to make a claim?**

If you wish to make a claim please telephone 0800 269 622.

### **What do I do if I am unhappy with the service I receive?**

If you wish to complain please contact us using the address below.

Member Relations  
The Automobile Association  
Lambert House  
Stockport Road  
Cheadle  
Cheshire SK8 2DY

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 at Insurance Division, The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Tel: 0800 0234567 or 0300 1239123. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

For full details about how to complain, please see page 23 of this policy booklet.

### **Is there any protection for me if my insurer is unable to meet its liabilities?**

Your insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if your insurer cannot meet their obligations. This depends on the type of business and the circumstances of the claim. For Insurance you are covered for 90% of the claim, without any upper limit. For compulsory insurance (eg third-party motor) the claim is covered in full, without any upper limit.

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100 or 0207 741 4100.

## ABOUT YOUR POLICY

We've put this booklet together to clearly set out the details of your insurance cover. Please read it carefully, together with your **Statement of Insurance** and **Certificate of Motor Insurance** (including any **Endorsements**) to make sure they meet your needs.

Remember to check the exclusions and restrictions under each section and also the general exceptions and exclusions which apply to the whole policy.

### Additional benefit – Courtesy car

An AA Comprehensive Car Insurance policy means that following an accident, you will be provided with use of a standard courtesy car while your car is undergoing repair, subject to the repair being carried out by your insurer-approved repairer.

A courtesy car is not available in respect of total loss claims or where the vehicle is stolen and unrecovered, or for accidents occurring outside the UK.

In the event you need to make a claim on your policy your AA motor insurer may instruct an approved repairer to carry out the repairs. In most cases, if they do instruct repairs to start, a standard courtesy car will be supplied during the period of the repairs. A standard courtesy car is a category 'A' vehicle, normally a small 3 door, 1 litre hatchback car.

### Guaranteed Repairs

You will receive a 3 year guarantee on all repairs, subject to the repair being carried out by an insurer-approved repairer.

## SUMMARY OF COVER

See the cover indicated in the **Statement of Insurance** as it defines the cover provided to **you** under this Insurance Document.

SECTION NAME	COVER APPLICABLE			PAGE NO.
	COMPREHENSIVE	THIRD PARTY FIRE & THEFT	THIRD PARTY ONLY	
Section 1: Liability to others	✓	✓	✓	10
Section 2: Loss or damage	✓	✓*		11
Section 3: Personal belongings	✓			12
Section 4: Damage to trailers	✓			13
Section 5: Injury to you and/or your partner	✓			13
Section 6: Medical expenses	✓			13
Section 7: Emergency treatment	✓	✓	✓	13
Section 8: Car sharing	✓	✓	✓	14
Section 9: No claim discount	✓	✓	✓	14
Section 10: Travelling abroad	✓	✓	✓	14
Section 11: Additional or replacement car	✓	✓	✓	15
Section 12: Lost or stolen keys	✓	✓*		15
Section 13: Child car seats	✓	✓*		16
Section 14: Overnight accommodation or onward transport	✓			16
Section 15: Uninsured Driver Promise	✓			16
Section 16: General exclusions	✓	✓	✓	16
Section 17: General conditions	✓	✓	✓	17

\*Note Third Party Fire and Theft: Section 2, Section 12 and Section 13 only apply in respect of loss or damage caused directly by Fire or Theft.

## DEFINITIONS

Certain words have specific meanings wherever they appear in this policy or **your Certificate of Motor Insurance**. To help **you** identify these we have printed them in **bold** and *italics* throughout this policy.

<b>AAIS</b>	Automobile Association Insurance Services Limited.
<b>AA Member</b>	Someone who has a current contract for breakdown assistance service with either Automobile Association Developments Limited (trading as AA Breakdown Services) or The Automobile Association Limited (in relation to which any monies due have been paid) under what is known as personal Membership, together with any person who is named as entitled to service from either Automobile Association Developments Limited (trading as AA Breakdown Services) or The Automobile Association Limited, under any such contract.
<b>Certificate of Motor Insurance</b>	The document headed Certificate of Motor Insurance which provides evidence of the existence of motor insurance as required by law.
<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 amount of money <b>You</b> must pay towards the cost of a claim.
<b>Fire</b>	Fire, lightning or explosion.
<b>Inexperienced Driver</b>	A driver who holds a provisional driving licence or who has held a full United Kingdom driving licence for less than one year at the time of an event which <b>You</b> may be entitled to claim for.
<b>Insured Car</b>	The motor vehicle with the vehicle registration number described in Section 1 of the current <b>Certificate of Motor Insurance</b> . Important Note: See Section 16 if: (a) <b>You</b> replace the Insured Car with another. (b) <b>You</b> acquire another car in addition to the Insured Car.
<b>Insurer</b>	The Insurance Company or Underwriters at Lloyd's as specified in the <b>Statement of Insurance</b> , and the <b>Certificate of Motor Insurance</b> on whose behalf this Insurance Document is issued.
<b>Market Value</b>	The value of the <b>Insured Car</b> and its accessories at the date of accident or loss.
<b>No Claim Discount</b>	The reduction allowed in <b>your</b> premium if a claim has not been made or arisen during the previous period(s) of insurance.
<b>Optional Policy Enhancements</b>	Any additional AA policies that <b>you</b> have chosen to purchase which are connected to this policy.
<b>Partner</b>	<b>Your</b> husband, wife, civil partner or a person <b>You</b> live with on a permanent basis as if <b>You</b> were married.
<b>Permitted Driver</b>	Any person shown in Paragraph 5 of the current <b>Certificate of Motor Insurance</b> .
<b>Statement of Insurance</b>	The document headed Statement of Insurance giving details of the persons Insured, the <b>Insurer</b> , the Insurance Document number, details of the <b>Insured Car</b> , the cover, the premium and the period of insurance.
<b>Territorial Limits</b>	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland including transit by sea, air or land within and between these places.
<b>Terrorism</b>	(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, or (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above, or (iii) any act deemed by the Government to be an act of terrorism.
<b>Theft</b>	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>You/Your</b>	The person(s) shown as the Insured in the <b>Statement of Insurance</b> and the <b>Certificate of Motor Insurance</b> .
<b>Young Driver</b>	A driver who has not reached the age of 25 years.

## YOUR CONTRACT OF INSURANCE

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**, and on the **Certificate of Motor Insurance**.

**You** must take reasonable care to ensure that the information provided by **You** on **Your** behalf in relation to **Your** AA Car Insurance is provided honestly, fully and to the best of **Your** knowledge. If any of **Your** insurance or personal details set out in **Your** documents are incorrect or incomplete, or if **You** need to make a change to **Your** policy, please call the Customer Services helpline as soon as possible. A full list of the changes to be notified is outlined in Section 17 of this policy document. Failure to do so may result in **Your** insurance being cancelled or **Your** claim being rejected or not fully paid.

This Policy Document, the **Statement of Insurance**, and the **Certificate of Motor Insurance** and any **Endorsements** 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 **Insured Car**.

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.

# INSURANCE COVER

## SECTION 1: LIABILITY TO OTHERS

### What is covered

#### SUBSECTION 1

##### **Your liability to other people**

The **Insurer** will pay amounts including claimant's costs that **You** are legally liable to pay for:

- (a) Death of or bodily injury to any person
- (b) Damage to property
  - as a result of an accident involving the **Insured Car** and/or an attached trailer or any other car which **Your Certificate of Motor Insurance** permits **You** to drive.

#### SUBSECTION 2

##### **Other people's liability**

The **Insurer** will pay amounts including claimant's costs that any of the persons listed below is legally liable to pay for:

- (a) Death of or bodily injury to any person
- (b) Damage to property
  - as a result of an accident involving the **Insured Car**
    - (i) any **Permitted Driver**;
    - (ii) any person using (but not driving) the **Insured Car** with **Your** permission for social domestic and pleasure purposes;
    - (iii) at **Your** request any passenger travelling in or getting into or getting out of the **Insured Car**;
    - (iv) **Your** employer or partner while **You** are driving or using the **Insured Car** on their business subject to the use and driving being permitted by the **Certificate of Motor Insurance**;
    - (v) **Your Partner's** employer or partner while **Your Partner** is driving or using the **Insured Car** on their business subject to the use and driving being permitted by the **Certificate of Motor Insurance**.

#### SUBSECTION 3

##### **Protection of an insured person's estate**

Upon the death of any person insured under this Section 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.

#### SUBSECTION 4

##### **Costs and expenses**

When the **Insurer's** written agreement is obtained beforehand the following will be paid:

- (a) Costs and expenses incurred
- (b) Solicitor's fees for representation at a Coroner's Inquest Fatal Accident Inquiry or defending any prosecution in a Court of Summary Jurisdiction
- (c) The costs the **Insurer** has agreed to in advance for legal services to defend a charge of manslaughter or dangerous driving causing death in connection with any accident which might involve legal liability covered by this insurance.

#### SUBSECTION 5

##### **Driving other cars.**

If **Your Certificate of Motor Insurance** permits **You**, the **Insurer** will also cover **You**, the policyholder, for **Your** liability to other people while **You** are driving any other private motor car which **You** do not own or have not hired or leased as long as:

- a) the vehicle is not owned by **Your** employer or hired to them under a hire –purchase or lease agreement; and
- b) **You** currently hold a valid and full UK or European Licence; and
- c) the use of the vehicle is covered under the **Certificate of Motor Insurance**; and
- d) cover is not provided by any other insurance; and
- e) **You** have the owners permission to drive the vehicle; and
- f) the vehicle is in a roadworthy condition and has valid tax, MOT and Insurance in its own right; and
- g) the vehicle stated on **Your Certificate of Motor Insurance** is still owned by **You**.

## What is not covered

- (a) Liability for death of or bodily injury to any person arising out of and in the course of that person's employment by the person claiming under this Section if that liability is provided under an Employers Liability Insurance issued to comply with Employers Liability legislation.
- (b) Liability for loss of or damage to any vehicle for which cover is provided by this Section or any property belonging to or in the care of the person claiming under this Section.
- (c) Any legal liability in respect of any proceedings brought or judgment obtained in any court outside the United Kingdom unless such proceedings are brought or judgment obtained in the court of a foreign country arising out of the use of the **Insured Car** in that foreign country where the **Insurer** has agreed to extend this insurance to cover such foreign use.
- (d) Liability under Subsection 2 that is covered by any other insurance.
- (e) All liability arising from acts of **Terrorism** as defined in the Terrorism Act 2000 except where the **Insurer** is required to provide cover under the Road Traffic Acts.
- (f) Any amount exceeding £20,000,000, exclusive of costs and expenses, for any claim or series of claims for loss of or damage to property, including any indirect loss or damage, arising from one event.
- (g) Any amount exceeding £5,000,000 for all costs and expenses, in respect of loss of or damage to property for any claim or series of claims arising from one event.

## SECTION 2: LOSS OR DAMAGE

### What is covered

#### SUBSECTION 1

##### The **Insured Car**

The **Insurer** will pay for loss of or damage to the **Insured Car** its accessories (excluding audio, satellite navigation and communication equipment) and spare parts kept in or on the **Insured Car** or in **Your** private garage by (at the **Insurer's** discretion):

repairing

or

replacing

or

paying in cash the amount of the loss or the damage.

The maximum amount payable will be the **Market Value** of the **Insured Car**.

In the event that the **Insurer** settles a claim by replacing or paying for the **Insured Car** the stolen or damaged car will then at the **Insurer's** discretion become the property of the **Insurer**.

The **Insurer** will also pay the cost of protection and taking the **Insured Car** to the nearest suitable **Insurer** approved repairer or place of storage after such damage and where appropriate returning it after repair to **Your** address as shown in the **Statement of Insurance**. The **Insurer** may fit replacement parts which may not have been made by the vehicle's manufacturer but are of an equivalent standard.

If to the **Insurer's** knowledge the **Insured Car** 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 entitlement (whose receipt shall be a full and final discharge) rather than to **You**.

#### SUBSECTION 2

##### Replacement Car

If the **Insured Car** is less than 13 months old from the date of first registration as new and is in current production and **You** have been the first and only registered keeper and it is stolen and not recovered within 28 days of the date of written notification to the **Insurer**

or

damaged so that repair will cost more than 60% of the manufacturers latest United Kingdom recommended list price including car tax and VAT at the date the damage occurred. **The Insurer** will with **Your** agreement and that of any interested parties replace it with a new car of the same make model and specification if immediately available in the United Kingdom. The stolen or damaged car will then become the property of the **Insurer**. If a replacement car which is the same make, model and specification as **Your** old car is not available, the **Insurer** will pay **You** the price of **Your** car, fitted accessories and spare parts as shown in the manufacturer's last United Kingdom price list, less any **Excess** that may apply.

### SUBSECTION 3

The **Insured Car's** audio, satellite navigation and/or communication equipment. The **Insurer** will pay for the loss of or damage to the **Insured Car's** manufacturer fitted audio, satellite navigation and/or communication equipment permanently fitted to the **Insured Car** provided their values have been included within the **Market Value** (including accessories) declared to the **Insurer**. If the audio, satellite navigation and/or communication equipment is non-manufacturer fitted, a £750 limit will apply. All claims will be subject to deduction of any **Excess** applicable at the time of the claim. If at the time of loss or damage **You** are an **AA Member** the limit of £750 will be increased to £1,000.

### SUBSECTION 4

#### Glass damage

The **Insurer** will pay for the repair or replacement of glass in the windscreen, sunroof or window(s) of the **Insured Car** and the scratching of its bodywork caused solely by this damage. The replacement glass may not be made by the vehicle's manufacturer but will be of an equivalent standard.

If this is the only damage claimed for, **Your No Claims Discount** will not be affected and is subject to **You** having to pay the applicable windscreen **Excess** as shown on **Your** endorsement sheet.

\*Note Third Party Fire and Theft: Section 2, Section 12 and Section 13 only apply in respect of loss or damage caused directly by **Fire** or **Theft**.

#### What is not covered

- (a) **Young** or **Inexperienced Drivers' Excess** **You** will be required to pay the first part of the cost of each claim as shown on **Your** endorsement sheet.
- (b) Loss of use of the **Insured Car** or any loss resulting from loss of use of the **Insured Car**.
- (c) Wear and tear or depreciation.
- (d) Mechanical, electrical, electronic or computer fault, failure, malfunction or breakdown.
- (e) Damage to tyres caused by bursts, cuts, punctures or braking not as a direct result of an accident.
- (f) The cost of parts in excess of the manufacturer's last United Kingdom list price.
- (g) Loss of or damage to the **Insured Car** by deception by a purchaser or agent.
- (h) That part of the cost of any repair or replacement which improves the **Insured Car** beyond its condition before the loss or damage occurred.
- (i) Any depreciation in the **Market Value** of the **Insured Car** following its repair the cost of which is the subject of a claim under this insurance.
- (j) Compact discs.
- (k) The policy **Excess** applicable to Subsection 4 as shown on the reverse of **Your** endorsement sheet.
- (l) Any policy or voluntary **Excess** applicable as shown on the reverse of **Your** endorsement sheet.
- (m) Loss or damage to **Your** car arising from **Theft** when the ignition keys are left unattended in or on **Your** car.
- (n) Loss or damage to **Your** car arising from **Theft** if **Your** car has been left with a window or roof open.
- (o) The **Insured Car** being confiscated or destroyed by or under order of any government or public or local authority.
- (p) Loss from taking the **Insured Car** and returning it to the legal owner.
- (q) Loss or damage as a result of a deliberate act by anybody insured by this policy.
- (r) Under Subsection 4 the **Insurer** will not pay to repair or replace glass that forms part of a panoramic roof. The repair or replacement of glass that forms part of a panoramic roof is covered under Subsection 1.

## SECTION 3: PERSONAL BELONGINGS

### What is covered

The **Insurer** will pay **You** or if **You** so wish the owner of such personal belongings their value up to a total of £250 for any one occurrence for loss of or damage to the personal belongings including portable satellite navigation equipment while in or on the **Insured Car** as a result of an accident to the **Insured Car** or **Fire** or **Theft**

If at the time of the accident or loss **You** are an **AA Member** the limit of £250 will be increased to £500, other than for portable satellite navigation equipment where the limit remains at £250.

### What is not covered

- (a) Loss or damage to personal belongings caused by **Theft** if
  - (i) the **Insured Car** has been left unlocked and unattended or with a window or roof open.
  - (ii) the keys have been left in or on the **Insured Car**
- (b) Money, stamps, tickets, documents or securities.
- (c) Goods, tools or samples carried in connection with any trade or business.
- (d) Property insured under any other policy.
- (e) Personal belongings in the **Insured Car** if it is an open top or convertible vehicle unless the property is in a locked compartment.
- (f) Loss or damage to portable satellite navigation equipment caused by **Theft** or attempted **Theft** from the **Insured Car** whilst unattended unless the equipment has been placed in a locked covered boot or glove compartment.

## SECTION 4: TRAILERS

### What is covered

The cover indicated in the **Statement of Insurance** is extended to apply to any single-axle trailer kept in a safe and roadworthy condition while attached to the **Insured Car** subject to any **Excess** that may apply to this insurance.

### What is not covered

- (a) Caravans, trailer tents, horseboxes, vehicle transporters or food bars.
- (b) Any trailer having a **Market Value** in excess of £500.

## SECTION 5: INJURY TO YOU AND/OR YOUR PARTNER

### What is covered

If **You** and/or **Your Partner** suffer(s) accidental bodily injury involving the **Insured Car** or while travelling in or getting into or out of any other private car. Then provided that within three months of the accident such injury is the sole cause of:

- death; or
- the loss of a limb; or
- the irrecoverable loss of all sight in one or both eyes;

the **Insurer** will pay an amount of £5,000 in respect of **You** and **Your Partner** if injured but only one payment per person will be made in respect of any one accident.

Payment will be made direct to the insured person or to the legal representative of that person.

If **You** or **Your Partner** hold any other motor insurance, payment will be made under one insurance only.

If at the time of an accident **You** are an **AA Member** the above specified benefit will be increased to £7,500.

### What is not covered

- (a) Any intentional self injury, suicide or attempted suicide or any injury arising wholly or in part from natural disease or weakness in any form; and
- (b) Death of or bodily injury, to any person who at the time of the accident was under the influence of drugs or alcohol to an extent which would constitute an offence under the driving laws of the country in which the accident occurred.

## SECTION 6: MEDICAL EXPENSES

### What is covered

If any occupant of the **Insured Car** is injured in an accident involving the **Insured Car** the **Insurer** will refund any medical expenses incurred up to £400 for each person injured. If at the time of an accident **You** are an **AA Member** the limit of £400 will be increased to £500.

## SECTION 7: EMERGENCY TREATMENT

### What is covered

The **Insurer** will pay for any emergency treatment fees arising from an accident covered by this insurance as required by the Road Traffic Acts. If this is the only payment made **Your No Claim Discount** will not be affected.

## SECTION 8: CAR SHARING

### What is covered

In Great Britain or Northern Ireland if **You** or any **Permitted Driver** accept payments as part of a car sharing arrangement for the carriage of passengers in the **Insured Car** for social or other similar purposes this will not be regarded as the carrying of passengers for hire or reward or as use for hiring but will be regarded as a use covered by this insurance provided that the total payments for the journey do not involve an element of profit and the passengers are not being carried in the course of a business of carrying passengers.

### What is not covered

Vehicles constructed or adapted to carry more than eight passengers (excluding the driver).

## SECTION 9: NO CLAIM DISCOUNT

**AAIS** operate a panel of insurers and each insurer applies their own individual **No Claim Discount** scale. If no claim has been made during the current insurance year, the **Insurer** will include a discount in **Your** renewal premium. The amount of discount will be in accordance with the **Insurer's** scale of **No Claim Discount** applicable at the time of renewal.

**If a claim has been made and Your No Claim Discount remains outstanding from your previous insurers You may be required to prove Your entitlement by producing written evidence from Your previous insurers.**

If a claim has been made or arisen under this insurance in any one period of insurance **Your No Claim Discount** will be reduced at the next renewal in accordance with the **Insurer's** 'step back' scale applicable at the time of renewal (usually to the equivalent of 0, 1 or 2 years) subject to any **No Claim Discount** Protection condition that may apply to this insurance.

**You** may not transfer **Your No Claim Discount** to anyone else.

## Claims that do not affect your No Claim Discount

If the only claim **You** make is under Glass damage – Section 2 Subsection 4

or

under Emergency Treatment – Section 7

or

for incidents for which the **Insurer** obtains a full recovery of all payments made it will not count as a claim for the purposes of **No Claim Discount**

or

**Your** vehicle is hit by an identified driver who is not insured and the accident is completely their fault (**You** will also not have to pay an **Excess** in this circumstance). See Section 15 on page 16 of this booklet for more information on the Uninsured Driver Promise.

### No Claim Discount protection

If this benefit applies on this insurance please refer to **Your** endorsement sheet for full details of how many claims are allowed before **No Claim Discount** protection is withdrawn and the **No Claim Discount** is reduced.

If **You** have **No Claim Discount** protection on this insurance the premium may still increase at renewal.

## SECTION 10: TRAVELLING ABROAD

### SUBSECTION 1

#### Compulsory Cover outside the Territorial Limits

The **Insurer** will provide the minimum legal cover to enable **You** or a **Permitted Driver** to drive and use the **Insured Car** in any country which the Commission of the European Union approves as meeting the requirements of Article 7 (2) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (no72/166/EEC) or as amended.

#### Where this cover applies

Countries include:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovak Republic, Slovenia, Spain, Sweden and Switzerland.

**Where this cover is less than that provided under Great Britain minimum legal requirements the higher level will apply.**

### SUBSECTION 2

#### Extended cover outside the Territorial Limits

This policy automatically provides **you** with the same level of cover as **you** have within the **Territorial Limits** for a period of 90 days in any one period of insurance in the above countries.

The extended cover period will automatically commence as soon as **you** enter one of the above countries and will cease after 90 days in total have been spent in one or a combination of these countries, either as a result of a single trip or multiple trips. Use of the **Insured Car** for periods in excess of 90 days must be notified in advance and cover may be provided at the discretion of **Your Insurer** and at a premium to be advised, no cover beyond the minimum legal requirements will apply unless this condition is met. Where this cover is less than that provided under Great Britain minimum legal requirements the higher level will apply.

The Insurance cover applies while the **Insured Car** is being transported (including loading and unloading) along a recognised sea, air or rail route between any countries to which the Insurance applies provided the journey does not take longer than 65 hours under normal conditions.

Cover in these countries is conditional upon **Your** main permanent residence being in the United Kingdom and the visit being only a temporary one.

Visits to any country not listed above must be notified in advance and if acceptable to **your Insurer** a green card will be issued at a premium to be advised, no cover will apply unless this condition is met.

If **You** make a valid claim for loss of or damage to the **Insured Car** the **Insurer** will pay the cost of transporting and delivering the **Insured Car** to **Your** address in the United Kingdom by sea and/or by a recognised land route when repair has been completed.

The **Insurer** will pay any customs duty for which **You** are liable on the **Insured Car** after it has been temporarily imported into any country notified to be visited by **You** as the direct result of any loss or damage covered by this insurance.

#### What should I do before I travel abroad?

If you do not already have one, please save or print our European driving leaflet before traveling abroad by visiting [www.theAA.com/driving-abroad](http://www.theAA.com/driving-abroad).

#### What if I need to make a claim whilst abroad?

If you are unfortunate enough to be involved in an accident whilst overseas, you can call the AA for emergency advice on the number below. You can also use this number to make a claim should you need windscreen or other glass repairs: 00 44 3705 329 464.

## SECTION 11: ADDITIONAL OR REPLACEMENT CAR

**You** must notify **AAIS** of any change of car or the acquisition of an additional car and cover for the new **Insured Car(s)** shall be subject to such terms and adjustment of premium as the **Insurer** may require. **Your Certificate of Motor Insurance** specifies the **Insured Car** by its vehicle registration number and no cover applies to any additional or replacement car until a **Certificate of Motor Insurance** or a temporary cover note bearing the vehicle registration number of the additional or replacement car has been issued to **You**.

## SECTION 12: LOST OR STOLEN KEYS

### What is covered

If the keys, lock transmitter or entry card for a keyless entry system of the **Insured Car** are lost or stolen, the **Insurer** will pay up to £1,000 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;
- 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 **Insured Car**. The **Insurer** will also pay the cost of protecting the **Insured Car**, transporting it to the nearest repairers when necessary and delivering it after repair to **Your** address.

No **Excess** is applicable when making a claim under this section.

\*Note Third Party Fire and Theft: Section 2, Section 12 and Section 13 only apply in respect of loss or damage caused directly by **Fire** or **Theft**.

### What is not covered

The **Insurer** will not pay any claim where the keys, lock transmitter or entry card are either:

- a) left in or on the **Insured Car** at the time of the loss; or
- b) taken without **Your** permission by a member of **Your** immediate family or person living in **Your** home.

## SECTION 13: CHILD CAR SEATS

If **You** have a child car seat or booster seat fitted to the **Insured Car** the **Insurer** will pay for the cost of replacement of a child seat or booster seat with one of a similar standard following an accident involving the **Insured Car**, or any loss or damage caused by **Fire**, **Theft** or attempted **Theft** from the **Insured Car**.

\*Note Third Party Fire and Theft: Section 2, Section 12 and Section 13 only apply in respect of loss or damage caused directly by **Fire** or **Theft**.

## SECTION 14: OVERNIGHT ACCOMMODATION OR ONWARD TRANSPORT

### What is covered

If **You** are unable to continue **Your** journey as a result of loss or damage to the **Insured Car** under subsection 1 of section 2 'Loss or damage' of this policy wording, the **Insurer** will pay **You** up to £300 per person (£500 max for all occupants of the vehicle) in respect of:

- travelling expenses for occupants of the **Insured Car** towards reaching **Your** destination; and/or
- 1 night's hotel accommodation for occupants of the **Insured Car** where loss of use necessitates an unplanned overnight stop.

**You** must pay for the accommodation or travelling expenses yourself and submit receipts for the Insurer to reimburse **You**.

### What is not covered

- Excluding newspapers, drinks, telephone calls and meals.
- This service does not operate outside of the **Territorial Limits**.

## SECTION 15: UNINSURED DRIVER PROMISE

If **You** make a claim following an accident, **You** will not lose **Your No Claim Discount** or have to pay any **Excess**, provided that:

- the **Insurer** can establish that the accident is not **Your** fault and the driver of the other vehicle is identified and is not insured; and
- **You** give the **Insurer** the other vehicle's make, model and valid registration number.

It will help us to confirm who is at fault if **You** can supply the name and addresses of any independent witnesses, if available. If possible **You** should also supply the name and address of the person driving the other vehicle.

When **You** claim **You** may have to pay **Your Excess** and may also temporarily lose **Your No Claim Discount**.

If subsequently the **Insurer** is satisfied that the accident was not **Your** fault, they will repay **Your Excess**, reinstate **Your No Claim Discount** and refund any premium which may be due to **You**.

The Uninsured Driver Promise is applicable to comprehensive policyholders only.

## SECTION 16: GENERAL EXCLUSIONS

This insurance does not cover any accident, injury, loss, damage or liability:

1. when the **Insured Car** is being driven by (or is in the charge of, for the purpose of being driven by) a person who is not a **Permitted Driver** or the **Insured Car** is being used for any purpose not specified in **Your Certificate of Motor Insurance**; or
2. when the **Insured Car** is being driven by or is in charge of for the purpose of being driven by a person who is not complying with any conditions attaching to their driving licence or who does not hold, or at the relevant time was disqualified from holding, a driving licence which permits them to drive the **Insured Car**; or
3. attaching as a result of an agreement or contract unless that liability would have existed otherwise; or
4. arising outside the **Territorial Limits** other than as provided for in Section 10 Travelling Abroad; or
5. directly or indirectly caused by
  - (a) ionising radiation or radioactive contamination from nuclear fuel or waste; or
  - (b) the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts; or
6. caused directly or indirectly by, or arising from, any of the following, and regardless of any other contributory cause or event:
  - (i) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to an uprising, military or usurped power; or
  - (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above except as is necessary to meet the requirements of the Road Traffic Acts; or
7. other than cover provided under Sections 1 and 7, arising from or caused by:
  - (a) earthquake; or
  - (b) riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands; or
8. when any vehicle insured by this Insurance Document is being driven or used in or on that part of an aerodrome airport airfield or military base provided for:
  - (a) the take off or landing of aircraft and for the movement of aircraft on the surface; or
  - (b) aircraft parking aprons including the associated service roads refuelling areas and ground equipment parking areas; or
9. when the **Insured Car** is being driven or used
  - (a) for hiring, racing, competition, rallies, trials, (other than road safety rallies or treasure hunts); or
  - (b) on derestricted toll roads (such as Nurburgring Nordschleife);
  - (c) for the carriage of passengers for hire or reward;
  - (d) for any purpose in connection with the motor trade.

Please note that, notwithstanding Section 16, paragraph 1 above, the **Insurer** will cover **You** if:

- (a) the **Insured Car** is being used without **Your** consent; or
- (b) the **Insured Car** is in the custody or control of a member of the motor trade for service or repair, or of valet parking staff, or is being parked by an employee of a hotel, restaurant or car parking service; or
- (c) **You** did not know that the person driving, or in charge of, the **Insured Car** did not, at the relevant time, hold a valid licence to drive it.

## SECTION 17: GENERAL CONDITIONS

### 17. SUBSECTION 1: General

17.1.1 The insurance described in this Insurance Document will only apply if

(a) the person claiming has observed all the terms conditions and **Endorsements** of this insurance contract; and

(b) **You** have taken all reasonable steps to protect the **Insured Car** from any loss or damage.

17.1.2 **You** must have also kept the **Insured Car** in an efficient and roadworthy condition and allow the **Insurer** free access to examine it at an agreed time.

### SUBSECTION 2: Keeping your policy up to date

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

- **You** change **Your** car or wish to add an additional car; or
- any modification or engine conversion (from the manufacturers original specifications) is going to be made to any **Insured Car**, this includes changes to the:
  - Appearance (cosmetic changes), such as alloy wheels or paint
  - Bodywork, such as body kits or spoilers
  - Suspension or brakes
  - Performance of the vehicle, such as the engine management system or exhaust
  - Audio/entertainment system

Note: This list is not exhaustive. If in doubt, please call **AAIS**.

or

- there is any change in or to any information previously provided about **Your** occupation or that of any other **Permitted Driver** (including any change between full and part-time occupation); or
- **You** want to change how **You** use the **Insured Car** (for example to include business use); or
- **You** wish to make changes to the **Permitted Driver(s)**; or
- any additional audio, satellite navigation or communications equipment is to be permanently fitted to the **Insured Car**,

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

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

17.2.3 **You** must tell **AAIS** before next renewal if

- **You** are, or any other **Permitted Driver** is, involved in any claim, incident or loss (including any accident or theft, whether or not this may give rise to a claim and/or are to blame); or
- **You** or any other **Permitted Driver** has committed any motoring offence, including a motoring offence convictions, driving licence endorsements, fixed penalties (other than in relation to parking), or have been disqualified from driving; or
- **You** or any other **Permitted Driver** has any pending motoring offence prosecutions.

17.2.4 Failure to notify any required changes and to take reasonable care to ensure that any information supplied is provided honestly, fully and correctly may result in **Your** policy being cancelled or treated as if it never existed, or in **Your** claim being rejected or not fully paid.

17.2.5 **AAIS** may charge an administration fee of up to £25 if any changes mean **Your** policy has to be adjusted or **AAIS** has to send out replacement copies of **Your** documents.

### SUBSECTION 3: Cancellation

Procedures are explained below dependent on who invokes cancellation.

Please note that if **You** cancel **Your** Car Insurance policy or it is cancelled by **AAIS** or **Your Insurer** for any reason then any **Optional Policy Enhancements** such as AA Car Hire shall automatically be cancelled on the same date.

#### **You**

If **You** need to cancel **Your** policy, contact **AAIS** on 0344 412 4684 or write to AA Insurance Services, PO Box 2AA, Newcastle NE99 2AA.

### 1. Cancellation within 14 days if cover has not commenced

**You** will, for a period of 14 days from the date **You** receive **Your** policy documentation or the date **You** enter into the contract (whichever is later), have a right to cancel this policy and receive a full refund of the premium **You** have paid and a full refund of the **AAIS** arrangement fee\* of £28.

### 2. Cancellation within 14 days if cover has commenced

**You** will, for a period of 14 days from the date **You** receive **Your** policy documentation or the date **You** enter into the contract (whichever is later), have a right to cancel this policy and receive a refund (unless **You** have made a total-loss claim). **Your Insurer** will refund a percentage of the premium calculated on a daily pro rata basis equivalent to the period of cover left unused. The charge for this period of cover will always be a minimum of £15, and **AAIS** will also retain its arrangement fee\* of £28.

### 3. Cancellation outside 14 days

Beyond 14 days of receipt of **Your** policy documentation or the date **You** enter into the contract, (whichever is later) **You** may cancel this insurance at any time. **Your Insurer** will refund a percentage of the premium calculated on a pro rata basis equivalent to the period of cover left unused. The charge for this period of cover will always be a minimum of £15. No refund of premium will be allowed if a claim has been made or has arisen under this insurance prior to such cancellation during the current period of insurance. **AAIS** will charge a cancellation fee\* of £30 and also retain its arrangement fee\* of £28. If **You** have chosen to pay **Your** annual premium by instalments and a claim has been made **You** must continue to pay **Your** monthly Direct Debit or pay in full any premium of balance due.

#### AAIS (Instalment defaults)

If **You** are paying by instalments **You** irrevocably authorise **AAIS**, as **Your** agent, at **AAIS'** discretion to cancel this insurance (and any **Optional Policy Enhancements**) following and in accordance with any default notice sent to **You**. **You** also irrevocably authorise **AAIS** to receive any refund of premium from the **Insurer** and apply it to pay or reduce any sums owed to **AAIS** including its cancellation fee of £30, its arrangement fee\* of £28 and any premium outstanding on any **Optional Policy Enhancements**. Any residual balance of return premium remaining after these deductions will be paid to **You**. Please note where a claim has arisen under this insurance and the policy is cancelled under this paragraph, no refund will be available from the **Insurer** and no refund of any **AAIS** fees\* will be made and **You** must pay the sum **You** owe to **AAIS** contained in the default notice in full.

#### The Insurer or AAIS (excluding instalment default cancellations)

The **Insurer** or **AAIS** may cancel this insurance if there are serious grounds to do so such as abuse of **AAIS** or **Insurer** staff or suppliers, non-payment, failure to supply requested validation documentation (proof of **No Claim Discount**, Driving Licence, Security certificate etc) or **You** have provided **Your Insurer** or **AAIS** with incorrect information and **You** have failed to provide a remedy. **Your Insurer** or **AAIS** will send, at least 7 days written notice to **Your** last known address and provided that:

- (i) the **Insured Car** has not been subject to a total loss claim (i.e. written off or stolen);
- (ii) there has not been a fault claim made against the policy;
- (iii) cancellation is not due to a false declaration or fraud; and
- (iv) all instalment payments are fully up to date

then a full pro rata premium refund from the date of cancellation will be paid to **You** (but no refund of any **AAIS** arrangement fee\* will be made). If **You** pay **Your** premium by instalments **You** authorise **AAIS** to receive any refund of premium from the **Insurer** and apply it to pay or reduce any sums owed to **AAIS**. Any residual balance of return premium remaining after these deductions will be paid to **You**.

If **AAIS** becomes insolvent then the **Insurer** may either, at its option (1) appoint an administrator to take over the **AAIS** role of collecting premium from **You** and passing such premium to the **Insurer**, or (2) cancel this policy upon 30 days notice and give **You** a refund of any premium from the **Insurer** paid in respect of the unexpired period left on the policy. In the latter case, the **Insurer** may contact **You** to offer **You** a replacement policy directly with the **Insurer**. The **Insurer** shall ensure that the offer of a replacement policy is on no worse terms than **Your** existing policy. Purchasing such replacement policy with the **Insurer** shall be optional.

\*Fees chargeable by **AAIS** in the event of cancellation as referred to in this section shall become due under **Your** separate contract with **AAIS** as set out in the document entitled 'About our insurance services'. (This contract will also be cancelled if **You** cancel **Your** Car Insurance policy). Any cancellation by **You**, the **Insurer** or **AAIS** will not affect any rights and responsibilities arising before cancellation takes place.

#### SUBSECTION 4: Making a claim

- (a) When an accident injury loss or damage occurs **You** or **Your** legal representative or any person claiming the benefit of this insurance must:
  - (i) notify the **Insurer** in writing as soon as reasonably possible giving full details as may be required by the **Insurer**.
  - (ii) if requested by **Your Insurer** confirm proof of **No Claim Discount** entitlement if previously unproven by producing written evidence from **Your** previous insurance company;
  - (iii) send to the **Insurer** unanswered any letter claim writ or summons immediately after it is received;
  - (iv) tell the **Insurer** immediately after receipt of notification of a prosecution coroner's inquest or fatal accident enquiry or any other proceedings whether criminal or civil in connection with any accident for

- which there may be liability under this insurance;
- (v) not make any admission, offer, repudiation or promise of payment without the **Insurer's** written consent.
  - (vi) where the **Insurer** has declared the **Insured Car** to be a total loss, if requested by the **Insurer**, provide **You** current **Insured Car** keys and documents including the registration document, MOT certificate (if applicable), receipt and servicing documents and any other documents necessary to deal with **Your** claim. Where these cannot be produced the value of **Your** claim may be reduced.
- (b) The **Insurer** will be entitled to take over and conduct at the **Insurer's** expense in **Your** name or in the name of any other person insured by this Insurance Document:
    - (i) the negotiation defence or settlement of any claim;
    - (ii) legal proceedings to recover for the **Insurer's** own benefit any payments made under this insurance **You** or any other person covered by this insurance must give the **Insurer** all documentation, help and information they may need.
  - (c) If at the time a valid claim is made under this insurance there is another insurance in force covering the same claim the **Insurer** will pay only their proportionate share of the claim (except under Section 5 – Injury to **You** and/or **Your Partner**). However this will not impose any liability which has been excluded by exclusion (d) of Section 1 of this insurance.
  - (d) If the law of any country in which this insurance operates obliges the **Insurer** to pay a claim which would not otherwise be within the scope of this insurance the **Insurer** is entitled to recover the amount from **You** or the person who incurred the liability.
  - (e) 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 this policy. In addition:

The **Insurer** may recover any sums paid by way of benefit under this policy. If **You** fraudulently provided us with false information, statements or documents the **Insurer** may record this on the anti-fraud databases; the **Insurer** may also notify other organisations.

## **SUBSECTION 5: Contract law, etc**

### **17.4.1 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, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.

### **17.4.2 Applicable Language**

The Terms and Conditions and all other information concerning this insurance are supplied in the English language and the **Insurer** undertake to communicate in this language for the duration of the policy.

### **17.4.3 General Revision Endorsement 2001 – 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.

## **SUBSECTION 6: Financial sanctions**

The **Insurer** or **AAIS** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the insurance period the **Insurer** or **AAIS** may cancel this policy immediately by giving **You** written notice at **Your** last known address. If **Your** policy is cancelled, the premiums already paid for the remainder of the current insurance period will be refunded to **You**, provided no claims have been paid or are outstanding.

## RENEWING YOUR COVER

### Automatic Renewal

**If you are paying annually by continuous credit or debit card, or on instalments by Direct Debit, your cover will automatically renew after 12 months, for a further 12 months, unless you contact us to tell us otherwise. We will write to you at least three weeks before your renewal to confirm renewal terms.**

If you are paying by continuous card payment and your card details change, your card provider may provide us with updated details which we will use at renewal.

If you do not wish your policy to renew, please call our customer services team on 0344 412 4622.

If you are paying through our instalment account by Direct Debit over 12 months, at the end of each 12-month period we will write to confirm your premium and the new monthly instalments that you will have to pay and any changes to cover that will take effect at renewal.

If your policy is automatically renewed you are entitled to a refund of any monies paid, subject to those fees specified under SUBSECTION 3: Cancellation, on page 18, (unless you have made a total-loss claim) up to 14 days after the date you receive your policy documentation or the date you enter into the contract (whichever is the later).

### Single annual payment

If you have chosen to pay by single annual payment we will write to you at least three weeks before your renewal is due. To renew, please call our customer services team on 0344 412 4622 once you have received your renewal documents.

### General renewal terms

When we send you your renewal terms these may include renewing to a different authorised insurer if one of our underwriting panel members is offering a lower premium or your existing insurer is not offering renewal.

When your AA Car Insurance policy renews any optional enhancements (such as AA Car Hire) will also be renewed unless you tell us not to. If you wish to add or remove any of your **Optional Policy Enhancements** at renewal please contact our customer services team on 0344 412 4622.

Your separate contract with AAIS (see 'About Our Insurance Services') will automatically renew if your AA Car Insurance policy renews.

## CUSTOMER SERVICES FEEDBACK & HELPLINE

### **Customer services feedback**

**0800 13 66 24**

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 advice and questions

8.00am – 8.00pm Monday to Friday

9.00am – 5.00pm Saturday

## HOW TO MAKE A COMPLAINT

### If you need to complain

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: customersupport@theaa.com  
Post: Member Relations  
The Automobile Association  
Lambert House  
Stockport Road  
Cheadle  
Cheshire SK8 2DY  
Fax: 0161 488 7544  
Text phone: 0370 600 1303

We will either acknowledge your complaint within 5 working days of receipt, or offer you our final response if we have concluded our investigations within this period.

If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

b) There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 1239 123  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Post: Insurance Division  
The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

If your complaint is about your insurer, and your insurance is with certain underwriters at Lloyd's, you may write to:

Policyholder & Market Assistance  
Market Services  
Lloyd's  
One Lime Street  
London EC3M 7HA

Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Please remember to quote your policy number.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

### Is there any protection for me if my insurer is unable to meet its liabilities?

Your insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if your insurer cannot meet their obligations. This depends on the type of business and the circumstances of the claim. For Insurance you are covered for 90% of the claim, without any upper limit.

For compulsory insurance (eg third-party motor) the claim is covered in full, without any upper limit.

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100 or 0207 741 4100.

**Please make sure you always quote your policy number from your Certificate or Statement of Insurance. This complaints procedure doesn't affect your statutory rights.**

## IF YOU NEED TO MAKE A CLAIM

### If you have an accident

- Try to keep calm and don't admit fault.
- Exchange details with the other driver and record names, addresses and telephone numbers of passengers and any other witnesses to the accident.
- Report the accident to our 24 hour Claimline on **0800 269 622**.

### If you need to claim

- First check your policy and insurance certificate carefully to make sure that your claim is valid.
- Then phone our Claimline as soon as possible. They'll 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 the information and documents you've been asked for.

### Claimline

**0800 269 622**

24 hours a day 365 days a year

### Personal injury legal advice

If you or any of your passengers are injured in an accident, and you have Motor Legal Assistance benefits please refer to your Motor Legal Assistance documents for full details on what to do next. **Your Statement of Insurance** will confirm if you have Motor Legal Assistance benefits.

**Please remember that you'll need the policy number from your Certificate or Statement of Insurance each time you contact us.**

## USING YOUR PERSONAL INFORMATION

- 1.1. This section explains how we use personal information. We use the term personal information to describe information relating to a living identifiable person. Personal information includes information about you (such as your name, contact details, payment details and health information) and similar information you provide about someone else.
  - 1.2. The AA group of companies<sup>^</sup> (being AA plc, together with any entity in which AA plc directly or indirectly has at least a 50% shareholding<sup>^</sup>) ("we") will use personal information (whether provided by you, held by us or obtained from a third party) for the following purposes:
    - a) to identify you when you contact us;
    - b) to enable us to give you a quote and on what terms (including the premium payable) and assess which payment options we can offer you;
    - c) to help identify accounts, services and/or products which you could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information you have provided, any information we hold about you and information from third party agencies (including credit reference agencies who will keep a record of our enquiry);
    - d) to provide the accounts, services and products you have purchased from us and manage any claims you make;
    - e) to help administer, and contact you about improved administration of, any accounts, services and products we have provided before, or provide now or in the future;
    - f) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
    - g) for management information purposes, to operate our business, to analyse and manage risk, to improve our products and services, and to better understand our members and customers;
    - h) to help to prevent and detect fraud or loss and other criminal activity;
    - i) to contact you in any way (including by post, email, telephone, text or multimedia messages) about products and services offered by us and/or selected partners in accordance with any marketing consent or preferences you have given us; and
    - j) for the other purposes set out in this section.
- <sup>^</sup> A list of companies forming the AA group of companies is available from The AA Data Protection Officer at the address given in point 1.7 below.
- 1.3. We may allow other people and organisations to use the personal information we hold for or in connection with the purposes listed above, including as part of the process of selling one or more of our businesses, or if we have been legitimately asked to provide information for legal or regulatory purposes, or as part of legal proceedings or prospective legal proceedings, or where we have engaged a service provider to provide services on our behalf. In the event of a claim, we may need to share personal information with any other party involved in the claim (such as third parties involved in the incident, their insurer, solicitor or representative and medical teams, the police or other investigators). If you make a complaint about us, we may need to forward details about or relevant to your complaint, including personal information, to the relevant ombudsman, adjudicator, authority or regulator.
  - 1.4. From time to time, these people and organisations may be outside the European Economic Area in countries that do not provide the same standards of protection for personal information as the UK. We will, however, take reasonable steps to ensure sufficient protections are in place to safeguard your personal information in accordance with our legal obligations.
  - 1.5. We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance reasons.
  - 1.6. We may check your details with credit reference and fraud prevention agencies (please see below for further information). If you provide false or inaccurate information and we suspect fraud, we will record this and details will be passed to fraud prevention agencies. Law enforcement agencies may also access and use this information. We and other organisations may access and use the information recorded by fraud prevention agencies in other countries. We and other organisations may use and search the records of these credit reference and fraud prevention agencies for various reasons, including to:
    - a) help make decisions about credit related services for you and members of your household, including assessing what quote (including the premium payable) and which payment options we can offer you for particular services;
    - b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and other members of your household;
    - c) trace debtors, recover debt, prevent fraud, and to manage your accounts or insurance policies;
    - d) check your identity to prevent financial crime unless you give us other satisfactory proof of identity; and
    - e) check the details of job applicants and employees.

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

- 1.7 If you need further details of those credit reference and fraud prevention agencies from which we obtain and with which we may record information about you, please write to The AA Data Protection Officer at The AA, Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA.
- 1.8 You should show this section to anyone covered or proposed to be covered under this policy. Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in these provisions, and that they have not objected to the use of their personal information in the same way that we use your personal information as described here. Where you give us sensitive data about yourself or another person (such as health details or details of any criminal convictions) or we obtain this information in connection with our relationship with you, you agree (and confirm that the other person has agreed) to our processing such information in the manner set out in these provisions.

### **Credit Reference Agencies**

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

### **Insurers: fraud prevention, regulatory etc**

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (“IDSL”), the Motor Insurance Anti-Fraud and Theft Register, also run by IDSL, and to other fraud prevention databases. The aim is to help check information provided and also to prevent fraudulent claims. When insurers deal with your request for insurance, they may search these registers. We and Insurers may also search these registers and use the information contained in those registers to assess the terms on which cover may be offered (including the quote we are able to offer you and the premium payable). Under the conditions of your policy, you must tell the Insurer about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell the Insurer about an incident, the Insurer will pass information relating to it to the registers. For details relating to information held about you on the Claims Underwriting and Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, please visit [www.insurancedatabases.co.uk](http://www.insurancedatabases.co.uk).

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

Insurers may also use your information for the same reasons and in the same ways as we do as referred to in this section, including paragraph 1.6 above.

### **Further information**

For more information on how we use personal information, please see the AA privacy policy at [theAA.com/termsandconditions/privacy\\_policy.html](http://theAA.com/termsandconditions/privacy_policy.html).

## **YOUR ELECTRONIC INFORMATION**

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





# Call to find out more about:

## Insurance

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

## Breakdown

- Breakdown Cover
- European Breakdown Cover

## Financial Services

- Loans
- Credit Cards
- Savings

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

