

# AA Home Accident Plan Policy Wording

## Welcome to AA Insurance Services

A warm welcome and thank you for choosing to buy AA Home Accident Plan. Our aim at AA Insurance Services (AAIS) is to combine value for money with peace of mind. The following information includes everything you need to know about your AA Home Accident Plan. Alternatively, you can always contact our experienced customer services agents who are there to help you. The AA is able to offer great deals on many types of insurance. Either call us or visit us at [www.theAA.com](http://www.theAA.com).

## Introduction to your AA Home Accident Plan.

This wording has been put together to clearly set out the details of **Your** insurance cover. Please read it carefully, and in particular the policy summary to make sure it meets **Your** needs.

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

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

This insurance provides cover if an **Insured Person** sustains **Bodily Injury** during the **Effective Time** the **Insurer** agrees to pay the **Benefit** to the **Insured Person** provided that such **Bodily Injury** is sustained during the **Period of Insurance** noted on the **Statement of Insurance**, within the boundaries of the **Insured Property** and the **Territorial Limits**.

## Making a Claim

If **You** need to make a claim, in the first instance **You** should telephone Ultimate Insurance Solutions the appointed claims handler on 0870 241 4539, who will arrange for a claim form to be sent to **You**.

The completed Claims Form must be returned as soon as possible. NOTE: The claim form must reach the **Insurer** within 60 days of the occurrence.

**You** will need to have **Your** policy information available and will be asked to provide brief details of the accident and your claim.

## Would I receive compensation if the Insurer were unable to pay a claim?

The **Insurer** of this AA Home Accident Plan is Ultimate Insurance Company Limited (UICL) who are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if UICL cannot meet its obligations. This depends on the type of business and the circumstances of your claims. Insurance advising and arranging is covered for 90% of the claim, 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**.

## The Contract

This **Policy** is a contract between the **Policyholder** and Ultimate Insurance Company Limited (the **Insurer**). Subject to the **Policyholder** having paid the premium due the **Insurer** agrees to provide cover in the terms set out in this **Policy**.

## AA Home Accident Plan

### Definitions

Certain words and expressions used in this **Policy** have a specific meaning. To help identify these we have printed them in **bold italics** throughout.

**AAIS / AA** – Automobile Association Insurance Services Limited

**Accident / Accidental** - a sudden and unforeseen event which occurs after the policy start date resulting in **Bodily Injury**.

**AA Home Insurance Policy** - the Home Insurance arranged by **AAIS** (which is taken out by the **Policyholder** to cover a private residence).

**Benefit** – the amount stated in the Table of Benefits

**Bodily Injury** - any injury which is caused by **Accidental** means and which within 104 weeks from the date of the **Accident** shall, solely and independently of any other cause, result in the **Insured Person's** death, **Loss of Limb(s)**, **Loss of Eye(s)**, **Loss of Hearing**, **Loss of Speech**, **Permanent Total Disablement** or **Hospitalisation**

**Effective Time** - whilst the **Insured Person** is within the legally recognised boundary of the **Insured Property** including any outbuildings, common areas or whilst working on the boundary of the **Insured Property**.

**Family** - parent, sister, brother, daughter, son, grandparent, grandchild, step-parent, step-child, step-brother, step-sister, parent-in-law, son-in-law, daughter-in-law.

**Hospital** - any establishment which meets all of the following conditions;

- Operates primarily for the reception care and treatment of injured or ill people as **In-Patients**
- Provides nursing services by registered or graduate nurses 24 hours a day
- Has at least one **Registered Physician** in attendance 24 hours a day
- Has permanent facilities for medical diagnosis, treatment and major surgery
- Holds a licence to operate as a **Hospital** where licensing is required

**Hospital Cash** - shall mean the amount per day shown in the Table of Benefits. This is payable for each full day of **Hospitalisation** up to a maximum of 180 days. Stays of less than 24 hours will not be eligible for payment.

**Hospitalisation** - shall mean the admission of an **Insured Person** into a **Hospital** for treatment as an **In-Patient** on the advice of and under the regular care and attendance of a **Registered Physician**.

**In-patient** - any **Insured Person** who has been admitted to a **Hospital** and for whom a case record has been opened.

**Insured Person - You, Your Partner and Your Family** living with **You**, and any other permanent residents at the **Insured Property** as declared to the Local Authority and **Visitors**.

**Insured Property** - the property stated on the **Statement of Insurance**.

**Insurer** - Ultimate Insurance Company Limited, registered in Gibraltar (Registered Number 103362), Registered Office; Suite 913, Europort, Gibraltar. Home State: Gibraltar. Ultimate Insurance Company Limited is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act of Gibraltar to carry on insurance business and is a member of the United Kingdom's Financial Services Compensation Scheme, Financial Ombudsman Service and the Association of British Insurers (ABI). The companies details can be checked by visiting the Gibraltar Financial Services Commission website at <http://www.fsc.gi/fsclists/insulist.asp> Ultimate Insurance Company is registered with the FSA under number 522727 this can be checked at [www.fsa.gov.uk](http://www.fsa.gov.uk)

**Loss of Eye or Eyes** - shall mean the permanent and total loss of sight which shall be considered as having occurred:

- in both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the **Insured Person** sees at 3 feet what they should see at 60 feet).

**Loss of Hearing** - total, permanent and irrecoverable loss of hearing.

**Loss of Limb or Limbs** - shall mean the permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs.

**Loss of Speech** - total, permanent and irrecoverable loss of speech.

**Partner** - the **Policyholder's Partner** they are legally married to; or if not married then the **Partner** they are living with.

**Period of Insurance** - the period of this policy which runs concurrent with the **AA Home Insurance Policy** as defined on the **Statement of Insurance** and does not exceed 12 months.

**Permanent Total Disablement** - shall mean disablement, caused other than by Loss of Limb, Eye, Hearing or Speech which has lasted for 52 consecutive weeks and will in all probability prevent the **Insured Person** from engaging in gainful employment of any and every kind for the remainder of their life.

**Policy** - shall mean this AA Home Accident Plan.

**Policyholder** - customers of **AAIS** who have paid or agreed to pay the required premium and are noted on the **Statement of Insurance** as the **Policyholder**.

**Registered Physician** - means a medical practitioner with medical qualifications accepted by the General Medical Council and who is registered by that body.

**Statement of Insurance** - the document which gives details of **You**, the **Insurer**, the **Insured Property** and cover.

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**Territorial Limits** - England, Scotland, Wales, Northern Ireland and the Isle of Man.

**Visitors** - shall mean all **Visitors** to the **Insured Property** who are acting in a personal capacity and have been invited on to the **Insured Property** by an **Insured Person**

**We/Our/Us** - Automobile Association Insurance Services Limited

**You/Your** - The **Policyholder**

## What is covered?

### Table of Benefits

The amount payable as a result of **Bodily Injury**:

- |                                |   |
|--------------------------------|---|
| 1. Accidental Death            | up to £25,000                             |
| 2. Loss of Limb or Limbs       | up to £25,000                             |
| 3. Loss of Eye or Eyes         | up to £25,000                             |
| 4. Loss of Hearing             | up to £25,000                             |
| 5. Loss of Speech              | up to £25,000                             |
| 6. Permanent Total Disablement | up to £25,000                             |
| 7. Hospital Cash               | £200 per week up to a maximum of 180 days |

### Payment of Benefits

- Only one of **Benefits** 1 to 6 shall be payable in connection with one **Insured Person** in respect of any one **Accident**.
- Any disability which existed prior to an **Insured Person** sustaining **Bodily Injury** shall be taken into account when calculating the **Benefit** payable.
- Benefit** 1 shall be reduced to £5,000 for **Insured Persons** aged under 16 years of age at the date of **Bodily Injury**.

### Maximum Benefit Level

The maximum amount payable per **Accident** shall be limited to £500,000. In the event of an **Accident** involving more than one **Insured Person** where the total amount payable exceeds £500,000 the **Benefit** payable in respect of each **Insured Person** shall be proportionately reduced until the total does not exceed this amount.

### What is not covered

The **Insurer** shall not be liable in respect of any claim:

- Directly or indirectly consequent upon:
  - War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power and any act of terrorism.
  - The **Insured Person** committing, or attempting to commit suicide or intentional self-injury or the **Insured Persons** own criminal act
  - The **Insured Person** being under the influence of, or being affected by alcohol or drugs, other than drugs taken under the direction of a qualified medical practitioner.
  - Sickness or disease (not resulting from **Accidental Bodily Injury**) any naturally occurring condition or degenerative process or any gradually operating cause.
  - The **Insured Person** being admitted to any of the following; a mental institution, an establishment primarily for the treatment of psychiatric conditions, drug addiction or alcoholism, the psychiatric unit of any **Hospital** or a nursing, rest or convalescence home.
- Suffered after age 75 years.

### General Conditions

**Interpretation** - any word or expression to which specific meaning has been attached shall bear the same meaning wherever it appears.

**Interest** - no **Benefit** payable shall carry interest.

**Cancellation** - Procedures are explained below dependent on who invokes cancellation

### The Policyholder

Where **You** cancel the **AA Home Insurance Policy** then this **AA Home Accident Plan** will automatically also be cancelled on the same date (please refer to the terms and conditions in **AA Home Insurance policy** booklet). If **You** need to cancel this **AA Home Accident Plan** contact **AAIS** on 0843 316 1617.

**You** will, for a period of 14 days from the date the **You** receive the policy documentation or the date the **You** enter into the contract (whichever is later), have a right to cancel this **AA Home Accident Plan** and receive a refund. This refund will be subject to a charge for the period of cover **You** have received plus **AAIS'** reasonable administrative expenses, except where cover has not commenced prior to the end of this 14-day period, in which case **You** will be entitled to a full refund of the premium **You** have paid.

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

Note: where **You** choose to cancel **AA Home Accident Plan** itself (i.e. without cancelling the **AA Home Insurance Policy**) **Your AA Home Insurance policy** will not be affected.

### AAIS (Instalment defaults)

If **You** are paying by instalments **You** irrevocably authorise **AAIS**, as **Your** agent, at **AAIS'** discretion to cancel this insurance following and in accordance with any default notice sent to **You**. **You** also irrevocably authorise **AAIS** to receive any refund of premium and apply it to pay or reduce any sums owed to **AAIS**. Please note that if, outside of the 14-day cooling-off period, **Your** policy is cancelled under this paragraph, no refund will be available from the **Insurer** and **You** must pay the sum **You** owe to **AAIS** contained in the default notice in full.

### Insurer and AAIS

The **Insurer** or **AAIS** may cancel this insurance by sending at least seven days written notice to **You** 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 this policy.

Any such cancellation by **You**, the **Insurer** or **AAIS** will not affect any rights and responsibilities arising before cancellation takes place.

### Applicable Contract Law

**You** and the **Insurer** are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which **You** reside at the inception of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply.

If **You** are not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland or the Isle of Man the law which will apply is the law of England and Wales.

### Applicable language

The terms and conditions and all other information concerning this insurance are supplied in the English language and **We** undertake to communicate in this language for the duration of the policy.

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

Save for the rights granted to **AAIS** under this contract any person or company who is not 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.

## Contact Information

### 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 Home Accident Plan** has changed during the year.

### Automatic Renewal

If **You** are paying for **Your AA Home Insurance Policy** and **AA Home Accident Plan** through **Our** instalment account over 12 months, 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.

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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 AA Home Insurance Policy** is also being renewed, **we'll** renew **Your AA Home Accident Plan** 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** don't want to renew **Your Policy**, please let **Us** know at least seven days before the renewal date.

## Renewal helpline

**You** can contact **Us** by:

Phone: 0844 8540 100  
Post: AA Insurance Services  
PO Box 2AA  
Newcastle NE99 2AA

## 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

0843 316 1617

For help or to ask any questions. **We'll** be happy to explain any part of this **Policy** or make changes to **Your** personal details.

8am-9.00pm weekdays (exc. Tuesdays when lines close at 8pm)  
8am-5pm Saturday  
9am - 5pm Sunday

Please remember that **You'll** need the policy number each time **You** contact **Us**.

## If You need to complain

**We** hope **You'll** be completely happy with **Your AA Home Accident Plan**. But if something does go wrong, **we'd** like to know about it. **We'll** do **Our** best to straighten it out for **You** and to make sure it doesn't happen again.

a) If **Your** complaint is about AA Insurance Services there are several ways **You** can contact **Us**:

Phone: 0843 316 1617  
Email: [Custcare@theAA.com](mailto:Custcare@theAA.com)  
Post: The Customer Care Unit  
AA Insurance Services  
PO Box 2AA  
Newcastle Upon Tyne NE99 2AA  
Fax: 0292 072 5018  
Text phone: 0870 600 1303

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

b) If **Your** complaint is about Ultimate Insurance Company Limited contact the Complaints Department at Ultimate Insurance Company Limited:

Email: [complaints@uicl.eu](mailto:complaints@uicl.eu)  
Post: Complaints Department,  
Ultimate Insurance Company Limited,  
Suite 913,  
Europort,  
Gibraltar.

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

If you are not satisfied with the final response to your complaint, you can also contact the Financial Ombudsman Service for help and advice.

Phone **0800 023 4567** free for people phoning from a "fixed line" (for example, a landline at home) or **0300 123 9123** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Post: Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

This complaints procedure does not affect your statutory rights.

## Statement of Demands and Needs

This product meets the demands and needs of those who wish to ensure that in the event of an accident within the boundaries of the **Insured Property** an **Insured Person** will be covered for bodily injury as described in the policy.

## Use of Your personal information

Please refer to the wording under **Your AA Home Insurance policy** booklet for information on the use of **Your** personal data.

# **AA Home Accident Plan Policy Wording**