



# **Buildings Policy Booklet**

May 2018

**AA**

## WELCOME TO AA INSURANCE SERVICES

A warm welcome and thank you for arranging your home insurance with AA Insurance Services. Our aim is to combine value for money with peace of mind, making home insurance as straightforward as possible. Your home insurance is provided by one of a panel of Insurers and details of the name and contact details can be found clearly on your Statement of Insurance.

Your policy booklet and Statement of Insurance include everything you need to know about your Home Insurance cover. Alternatively, you can always contact our experienced customer service agents who are there to help you with all your home insurance needs.

The AA is able to offer you more than just great deals on home insurance. If you want more information on our other products or services, we can help you. Either call us or visit our website on theAA.com.



## A GUIDE TO YOUR POLICY BOOKLET

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## DEMANDS AND NEEDS

AA Home insurance allows you to choose different levels of cover depending on your needs. **Your Statement of Insurance** will confirm the cover you have selected. The choices you have made will depend on your personal circumstances and therefore please check **your Statement of Insurance** to check the cover continues to meet your needs.

Cover level	Meets the Demands and Needs of:
Building cover	Customers who want to insure their property for loss or damage against events such as a fire, with unlimited rebuilding costs.
Accidental Damage	Customers who want to insure their property against accidental damage.

## ENDORSEMENTS RELATING TO YOUR POLICY

### What are they?

Endorsements are changes to the normal cover set out in this policy booklet which may apply to your policy.

If any endorsements apply to your policy, they will be listed in the Endorsement section of your policy documentation.

If you are not sure what they mean, please phone our **Customer Services Helpline** on **0343 316 1617**.

## DEFINITIONS – AA BUILDINGS INSURANCE

Certain words have specific meanings wherever they appear in this policy.

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>Accidental damage</b>	Unexpected and unintended damage caused by sudden and external means.
<b>Associated costs</b>	The cost of clearing a site, demolition, shoring up or propping up the <b>building</b> to carry out repairs.
<b>Authorised insurer</b>	The insurer providing buildings cover as shown in your <b>Statement of Insurance</b> .
<b>Bedroom</b>	A room used as a bedroom or originally intended to be used as a bedroom but now used for other purposes.
<b>Building</b>	<b>Your home</b> as shown in the <b>Statement of Insurance</b> and, if they form part of the <b>property</b> : (a) tennis hard courts, swimming pools, ornamental ponds, fountains, terraces, patios, paths, drives, car ports, boundary and garden walls, gates, hedges and fences; (b) <b>fixtures and fittings</b> which belong to <b>you</b> as owner of the <b>home</b> ; and (c) tanks, drains, pipes and cables which service <b>your home</b> .
<b>Endorsements</b>	Any changes to the terms of <b>your</b> policy.
<b>Fixtures and fittings</b>	Built-in furniture. Built-in domestic appliances. Fixed glass and sanitary ware. Fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters. Fixed wall, floor and ceiling coverings (other than carpets).
<b>Heave</b>	Upward movement of the ground beneath the <b>building</b> as a result of the soil expanding or swelling.
<b>Home</b>	The house, bungalow, flat or maisonette shown in the <b>Statement of Insurance</b> . Domestic garages belonging to the <b>property</b> . Outbuildings if they form part of the <b>property</b> . Excluding items indicated in <b>(a), (b) and (c)</b> under <b>building</b> .
<b>Insured value</b>	The amount shown in the <b>Statement of Insurance</b> as the most <b>we</b> will pay for any number of claims arising from the same event.
<b>Landslip</b>	Downhill movement of soil on sloping ground.
<b>Optional Policy Enhancements</b>	Any additional AA policies that <b>you</b> have chosen to purchase which are connected to this policy.
<b>Policyholder</b>	The person(s) named in the <b>Statement of Insurance</b> .
<b>Property</b>	The <b>building</b> and the land within its boundary.
<b>Settlement</b>	The natural downward movement as a result of the soil being compressed by the weight of new <b>buildings</b> within ten years of construction.
<b>Statement of Insurance</b>	The document which gives details of <b>you</b> , the <b>authorised insurer</b> , the <b>home</b> and cover.
<b>Subsidence</b>	Downward movement of the ground beneath the <b>building</b> where the movement is unconnected to the weight of the <b>building</b> .
<b>Unfurnished</b>	When <b>your home</b> is not sufficiently furnished for normal living purposes for more than 30 consecutive days.
<b>Unoccupied</b>	When <b>your home</b> has not been lived in by <b>you</b> , or a person authorised by <b>you</b> , for more than 30 consecutive days.
<b>We, our, us</b>	The <b>authorised insurer</b> shown in the <b>Statement of Insurance</b> .
<b>You, your</b>	The <b>policyholder</b> , their spouse/partner, relatives and domestic employees normally living at <b>your home</b> .

# YOUR CONTRACT OF INSURANCE

## Introduction to your buildings insurance cover

Insurance has been arranged between an insurance company or certain underwriters at Lloyd's (being the **authorised insurer**) and **you**, the insured. The name of the **authorised insurer** can be found in the **Statement of Insurance**.

This **authorised insurer** relied on the information and statements **you** gave when they agreed to provide cover. This information and statements together with this policy booklet, the **Statement of Insurance** and any **endorsements** form the contract of insurance and must be read together as one document. Please read these carefully to make sure they meet **your** needs.

The **authorised insurer** has agreed to insure **you** under the terms, conditions and exclusions in or endorsed on this policy booklet. **You** are insured against liability, loss or damage that may happen during any period of insurance for which **you** have paid or agreed to pay the required premium.

For Lloyd's Policies: In order that these documents may be signed and issued as evidence of the insurance, the **authorised 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.

### Important

You must take reasonable care to ensure that the information provided by you or on your behalf in relation to your AA Buildings Insurance is provided honestly, fully and to the best of your knowledge. If any of your insurance, or personal, details set out on your Statement of Insurance are incorrect or incomplete, or if you need to make a change (e.g. change of address), please call the Customer Services Helpline as soon as possible.

**Failure to do so may result in your insurance being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.**

For a full listing of notifiable changes, please see section *General Conditions that Apply to the Whole Policy* on pages 10,11.

You will find full details of what is covered and what is not covered on the following pages. But if at any time you need more information, or would like to check your cover, please phone our **Customer Services Helpline** on **0343 316 1617**.

## SECTION 1: Standard Buildings Cover

### What is covered

1. **Your building** (see definitions).

**BUT NOT** the first £100 of each incident of loss or damage unless otherwise stated in **your statement of insurance**, except for claims for escape of water where the first £250 of each incident of loss or damage is not covered.

**OR** the first £1,000 of each incident of loss or damage in the event of a **subsidence, heave** or **landslip**.

**OR** fees which **you** incur:

- for preparing **your** claim; or
- without **our** permission.

Please note if **you** hold Buildings and Contents insurance with **AAIS** and claim under both sections **you** will be required to pay the excesses under both sections.

### What it is insured against

**We** will pay for loss or damage to the **building** caused by the following:

1. Fire, smoke, lightning, explosion, earthquake, storm, flood, and smudging as a result of fixed oil-fired central heating.

**BUT NOT** loss or damage caused by storm or flood to gates, hedges or fences.

2. Theft or attempted theft.

**BUT NOT** loss or damage if **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

3. Water or oil as a result of a burst, leaking or overflowing domestic water or heating installation, appliance or piping. This includes damage to any water installation caused by freezing or bursting.

**We** will also pay up to £5,000 in total for the costs **we** have agreed in advance for locating the source of the damage including the reinstatement of any wall, flooring or ceiling removed or damaged during the search.

**BUT NOT** loss or damage if **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

**OR** loss or damage caused by **subsidence, heave** or **landslip**.

4. A collision or impact involving:
  - a vehicle, aircraft or other aerial device (or anything falling from them), or animal; and
  - breakage or collapse of a television or radio aerial, a satellite dish, or their fittings and masts.

**BUT NOT** loss or damage caused by **your** pets.
5. Falling trees, branches, lamp posts, telegraph poles, electricity pylons, poles or overhead cables. This includes the cost of removing the object which has caused the loss or damage.
 

**BUT NOT** loss or damage caused by lopping, topping or felling of trees on **your property**.
6. **Subsidence** or **heave** of the site on which the **building** stands or **landslip**.
 

**BUT NOT** loss or damage to tennis hard courts, swimming pools, ornamental ponds, fountains, terraces, patios, paths, drives, car ports, boundary and garden walls, gates, hedges and fences unless **your home** is damaged by the same cause at the same time.

**OR** loss or damage caused by:

  - coastal or riverbank erosion;
  - demolition, structural alterations or structural repairs;
  - faulty design;
  - foundations which did not meet building regulations at the time of construction;
  - any loss or damage where compensation is provided by contract or legislation;
  - damage to solid floor slabs or damage resulting from their movement unless the foundations under the outside walls of **your home** are damaged at the same time by the same cause;
  - damage to the **building** caused by the action of chemicals or by the reaction of chemicals with any materials which form part of the **building**; or
  - **settlement**.
7. Malicious acts or vandalism.
 

**BUT NOT** loss or damage if **your home** was left **unfurnished** or **unoccupied** at the time of the loss or damage.

**OR** loss or damage caused by **you**, or any persons lawfully in **your home**.

**OR** caused while anyone who is not a member of **your** family is living in the **home** unless force and violence has been used to get into or out of the **home**.
8. Riot, civil commotion, strikes, labour or political disturbances.
9. **Accidental damage** for which you are legally responsible to cables, underground pipes or underground tanks servicing the **property**. This includes up to £1,000 for the cost of breaking into and repairing an underground pipe for which **you** are legally responsible for between the main sewer and **your home** if it is essential to clear a blockage because normal methods of releasing the blockage are unsuccessful. For more information about which water and sewerage pipes are your legal responsibility please visit <https://www.ofwat.gov.uk/consumerissues/rightsresponsibilities/supplypipes>.

### Accidental Damage to your building

This cover only applies if **your Statement of Insurance** shows that **accidental damage** is included and is not excluded by **endorsement**.

10. Accidental loss or **Accidental damage to your building**.
 

**BUT NOT** loss or damage caused by:

  - insects, parasites or vermin;
  - fungus or mildew;
  - atmospheric or climatic conditions, frost or the action of light;
  - alterations, repairs, maintenance, restoration, dismantling or renovating;
  - any process of cleaning, drying, dyeing, heating or washing;
  - chewing, scratching, tearing or fouling by pets;
  - faulty design or workmanship or using faulty materials;
  - mechanical or electrical breakdowns or failure;
  - demolition, structural alterations or structural repairs; or
  - the **building** moving, settling or shrinking.

**OR** loss or damage while any part of **your home** is lent, let, sublet or shared.

**OR** loss or damage shown as not insured under causes 1 to 8.

**We also provide the following additional benefits.**

### What is covered

11. After loss or damage insured by this section:
  - **associated costs** which **we** agree to in advance;
  - architect's, surveyor's, consulting engineer's, legal and other fees **you** have to pay to reinstate the **building**; and
  - any extra costs **you** have to pay when reinstating or repairing the **building** to comply with Statutory Building Regulations or Municipal or Local Authority Bye-Laws or EC legislation unless **you** were given notice of the requirement before the loss or damage took place.

**BUT NOT** fees which **you** incur and **we** have not agreed in advance.

- 12 If **your home** cannot be lived in because of causes 1 to 10 **we** will pay:
- the costs **we** have agreed in advance for **your** alternative accommodation (which is of a similar size and standard to **your home**) and that of **your** domestic pets.
  - any rent that **you** would have received;
  - rent **you** still have to pay including up to two years' ground rent.
- The most **we** will pay for any one claim is £45,000.
- 13 **We** will pay for the cost of replacing and fitting new locks or lock mechanisms to external doors, windows, intruder alarms and safes installed in **your home** if the keys are lost or stolen anywhere in the world. The most **we** will pay for any one claim is £1,000. BUT NOT if **you** have cover under Contents cover or under a more specific policy.
- 14 If **you** sell the **building** insured by this policy **we** will continue to provide cover until the completion of the contract of sale, as long as:
- this period is not more than 90 days from the date of exchanging contracts or, in Scotland, the date of 'conclusion of missives'; and
  - **you** have already insured **your** new **building** under this policy.
- 15 If **you** sell the **building** insured by this policy it will be covered for the benefit of the person who buys it until the completion of the contract of sale or 'conclusion of missives'. This does not apply if the buyer has taken out other insurance.
- 16 **We** will pay for damage to **your building** caused by fire, ambulance or police services if they have to make a forced entry to **your home** because of an emergency at **your home**. The most **we** will pay for any one claim is £1000.
- 17 **We** will pay for damage to **your** trees, shrubs, plants and lawn caused by fire, ambulance or police services while attending of an emergency at **your home**. The most **we** will pay for any one claim is £1000.

## Your legal liability as owner of the building

### What is covered

#### 1. **Your** legal liability as owner of the **building**:

**We** will insure **you** for all amounts which **you** have legal liability to pay as owner but not occupier for accidents which happen in or around the **property** which result in:

- physical injury to or illness of any person; or
- loss of or damage to property.

There is a limit of £2 million for all claims arising from any one accident plus costs and expenses which **we** agree to in writing.

**BUT NOT** liability for:

- loss of or damage to property which belongs to or is in the care of **you** or anyone **you** employ; or
- physical injury to or illness suffered by **you** or **your** employees.

**OR** liability caused by occupation of any land, **building** or the **building**.

**OR** liability as a result of:

- **your** trade, profession or employment other than as the owner of the **building**; or
- any agreement or contract, unless **you** would have been liable anyway.

**OR** liability arising from The Party Wall etc. Act 1996, which provides a framework for preventing and resolving disputes in relation to party walls, boundary walls and excavations near neighbouring buildings.

#### 2. **Your** legal liability for buildings **you** have owned in the past:

**We** will insure **your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as the past owner of any building which **you** lived in at the time of sale or disposal for incidents which happened in or around that building and which resulted in:

- physical injury to or illness of any person other than **your** employees; or
- loss of or damage to property.

This insurance will continue for 7 years from the date this policy ends. But it will not apply if **your** liability is covered under more recently effected or current insurance.

There is a limit of £2 million for all claims arising from any one accident plus costs and expenses which **we** agree to in writing.

**BUT NOT** liability for:

- loss of or damage to property which belongs to or is in the care of **you** or anyone **you** employ; or
- physical injury to or illness suffered by **you** or **your** employees.

**OR** liability caused by occupation of any land, building or the **building**.

**OR** liability as a result of:

- **your** trade, profession or employment other than as the owner of the **building**; or
- any agreement or contract, unless **you** would have been liable anyway.

**OR** liability arising from The Party Wall etc. Act 1996, which provides a framework for preventing and resolving disputes in relation to party walls, boundary walls and excavations near neighbouring buildings.



# GENERAL CONDITIONS RELATING TO CLAIMS

These conditions tell **you** what **you** should do if **you** want to make a claim and how **we** will settle **your** claim. If **you** have any questions about making a claim please phone **our** Customer Services Helpline on **0343 316 1617**.

## 1. Notifying a claim

### (a) What you must do

- Notify the police as soon as possible and obtain a crime reference number if the loss or damage has been caused by theft, attempted theft, malicious people, riot, civil commotion, strikes, labour or political disturbance or any **property** is lost.
- Phone the number shown on **your Statement of Insurance** as soon as possible. **We** will send **you** a claim form which **you** should fill in and return to **us** as soon as possible.
- Let **us** know about any writ, summons or likely prosecutions.
- As soon as reasonably possible after the injury, loss or damage, provide **us** with details of the claim, including any detailed particulars, proofs or certificates, or original valuations, receipts or proofs of purchases pre-dating the loss, or other documents that **we** may reasonably require, and estimates for repair or replacement. **We** will not pay for this information unless agreed by **us** in writing.

### (b) What you must not do

- **You** or anyone acting for **you** must not negotiate, admit or deny any claim without **our** written permission.
- Dispose of any damaged items until **we** have had the chance to inspect them.

## 2. How we will settle your claim

At **our** option **we** will arrange for the work to be carried out or pay the cost of repairing or reinstating the **building** as new.

If a repair is not carried out, or if the loss or damage involves part of the **building** that is in a poor state of repair or redecoration, then **we** will decide to either:

- a) Pay the cost of rebuilding or repairing the damage, less a deduction for any wear and tear
- b) Pay the difference in the market value of the **building** immediately before and immediately after the damage. This amount will not exceed what **we** would have paid under point a).

Repairs completed by **our** approved repairers as a result of a claim covered by this insurance are guaranteed. The length of guarantee will vary depending on **your authorised insurer**, but will be a minimum of 12 months.

## 3. Matching suites or sets

**We** treat each item of a matching set or suite of furniture, sanitary fittings or other fixtures or fittings as a single item.

**We** will only pay the cost of repairing or replacing the damaged item. **We** will not pay for repairing or replacing any undamaged item that is part of a matching set or suite where damage occurs to a specific item of the matching set or suite.

## 4. Our rights

**We** are entitled to:

- take over, defend or settle any legal action in **your** name;
- take legal action at **our** expense and for **our** benefit, but in **your** name, to recover any payment **we** have made under the policy; and
- receive from **you** any help and information **we** may need.

## 5. Salvage

**We** or **our** agent may enter any building where there has been loss or damage and deal with any salvage. However, **you** must not abandon **property** to **us**.

## 6. Other insurance

If **you** claim under this insurance and there is any other insurance covering the same liability, loss or damage, **we** will pay only **our** proportionate share of the damage.

## 7. Automatic reinstatement to the maximum insured value

**We** will normally automatically reinstate **your** cover to the maximum **insured value** and any limits set out in **your** Buildings cover from the date **we** pay any claim. If **we** are not going to do this, **we** will give **you** written notice before **we** pay **your** claim.

## 8. Fraudulent claims and statements

If **you** or anyone acting on **your** behalf makes any claim or statement knowing it to be false or fraudulent as regards, amount or otherwise, or if any loss or damage is caused by **your** wilful act or with **your** connivance, **we** will not pay the claim and all cover under this policy will cease and **you** will lose all premiums **you** have paid for this policy. In addition **we** may recover any sums paid by way of benefit under the policy.

If **you** fraudulently provided **us** with false information, statements or documents **we** may record this on anti-fraud databases; **we** may also notify other organisations.

## GENERAL EXCEPTIONS THAT APPLY TO THE WHOLE POLICY

It is important **you** read the general exceptions and general conditions overleaf so that **you** understand the basis of which **you** have undertaken this insurance.

If **you** have any questions, please phone **our** Customer Services Helpline on **0343 316 1617**.

### General exceptions

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

1. Any fall in market value as a result of repairs or reinstatement.
2. Loss or damage as a result of delay, confiscation or detention by order of any government or public authority.
3. Loss where **property** is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
4. Any liability arising directly or indirectly from the transmission of:
  - any communicable disease by **you**.
5. Incidents which took place before the start of this insurance.
6. Loss, damage, liability or injury directly or indirectly caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
7. Damage caused by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
8. Any legal liability, loss or damage to any **property**, or any resulting loss or expense:  
Directly or indirectly caused by or contributing to or arising from:
  - ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
  - the radioactive, toxic, explosive or other hazardous properties of explosive nuclear equipment or its nuclear parts.
9. Loss, damage, or any resulting loss or liability of injury directly or indirectly caused by, contributed to or arising from pollution or contamination unless it is:
  - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the **property**; and
  - reported to **us** within 30 days of the end of the period of insurance.In which case, all such pollution or contamination will be considered to have happened at the time of such accident.
10. Loss or damage or expense caused by or any legal liability arising from any computer hardware or software or other electrical/electronic equipment not being able to recognise or process any date as the true calendar date. Subsequent loss or damage which is otherwise covered by the policy is nevertheless insured.
11. Loss or damage arising from gradually operating causes including deterioration, wear and tear, corrosion, rot or similar causes.
12. Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.  
For the purpose of this exception an act of terrorism means the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
13. Any direct and indirect loss or damage caused as a result of the **property** being used for illegal activities.

# GENERAL CONDITIONS THAT APPLY TO THE WHOLE POLICY

## 1. Transfer

The **policyholder** can transfer the **policyholders'** interest in this insurance to someone else with **our** written permission.

## 2. Cancellation

Procedures are explained below dependent on who invokes cancellation.

Please note that if **you** cancel **your** Buildings Insurance policy or it is cancelled by **AAIS** or **your authorised insurer** for any reason then any **Optional Policy Enhancements** such as AA Home Emergency Cover shall automatically be cancelled on the same date.

### You

If **you** need to cancel **your** policy, contact **AAIS** on 0343 316 1617 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 £9.

### 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). This refund will be subject to a proportionate charge from **your authorised insurer** for the period of cover **you** have received and **AAIS** will also retain its arrangement fee\* of £9.

### 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 authorised insurer** will refund a percentage of the premium calculated on a pro rata basis equivalent to the period of cover left unused. 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 £20 and also retain its arrangement fee\* of £9. 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 **authorised insurer** and apply it to pay or reduce any sums owed to **AAIS** including **AAIS'** cancellation fee\* of £20, its arrangement fee\* of £9 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 **authorised 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 Authorised Insurer or AAIS (excluding instalment default cancellations)

The **authorised insurer** or **AAIS** may cancel this insurance if there are serious grounds to do so such as non-payment, failure to provide **AAIS** or **your authorised insurer** with information that has been requested that is directly relevant to the cover provided under this policy or any claim, or you have provided **AAIS** or **your authorised insurer** with incorrect information and **you** have failed to provide a remedy. **Your authorised insurer** or **AAIS** will send at least 7 days written notice to **your** last known address. Provided no claim has been made a full pro rata premium refund from the date of cancellation will be paid to **you** (but no refund of any **AAIS** arrangement fees\* will be made).

In the event of the **authorised insurer** becoming insolvent or becoming unable to pay its debts or ceasing to trade or taking or being the subject of any step in any form of insolvency proceedings, you irrevocably authorise that **AAIS** may, as your agent, at **AAIS** discretion, cancel this insurance by sending notice of cancellation to the **authorised insurer** and by sending at least seven days notice of cancellation by recorded delivery to your last known address. You also irrevocably authorise **AAIS** to receive any refund of premium. A full pro rata premium refund will be allowed from the date of cancellation unless a claim has arisen under this insurance prior to such cancellation during the current period of Insurance.

If **AAIS** becomes insolvent then the **authorised insurer** may either, at its option (1) appoint an administrator to take over **AAIS'** role of collecting premium from **you** and passing such premium to the **authorised insurer**, or (2) cancel this policy upon 30 days notice and give **you** a refund of any premium paid in respect of the unexpired period left on the policy. In the latter case, the **authorised insurer** may contact **you** to offer **you** a replacement policy directly with the **authorised insurer**. The **authorised 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 **authorised insurer** shall be optional. Any such cancellation by **you**, the **authorised insurer** or **AAIS** will not affect any rights and responsibilities arising before cancellation takes place.

\*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 Buildings Insurance policy**). Any cancellation by **You**, the **authorised insurer** or **AAIS** will not affect any rights and responsibilities arising before cancellation takes place.

### 3. Taking care of your property

**You** must do all that **you** can reasonably do to avoid injury, loss or damage and protect **your property**. **You** must make sure other people do the same.

### 4. Notifying changes

The **policyholder** must contact **us** as soon as possible about any change to the information contained in the Statement of Insurance which may affect this insurance, this includes any changes concerning the **policyholder**, their spouse/partner, relatives and domestic employees, normally living at **your home**. For **your home insurance policy** to continue to be valid **you** must notify **AAIS** within seven days if **you**:

- move **home**;
- change **your** name;
- change **your** occupation or profession;
- change the occupancy of **your** home;
- leave **your home unoccupied** for more than 30 consecutive days;
- have made changes to **your home** resulting in an increased number of bedrooms;
- let out **your home** to tenants or share with lodgers;
- registered **your home** as a business address or use **your home** in any part for business, trade or a profession, unless it is just for clerical work and no clients or customers visit, which you have not previously notified **us** of;
- have been convicted of any criminal offence (other than a motoring conviction or if it is deemed to be spent under the Rehabilitation of Offenders Act) or have any such prosecution pending;
- have been declared bankrupt, entered into an IVA (Individual Voluntary Agreement) or become subject to bankruptcy proceedings; or
- have suffered a break-in or attempted break-in to your home which you have not previously notified **us** of.

OR if you:

- **home** is not in a good state of repair;

**AAIS** may in some instances charge an administration fee of up to £15 if **you** require changes to **Your** policy.

### 5. Policyholder protection

To safeguard the interest of the **policyholder** under this policy the **policyholder** irrevocably appoints **AAIS** to act for the **policyholder** to cancel this policy if **AAIS** believes it is in the best interest of the **policyholder** to do so.

### 6. Applicable Law

The **policyholder** and the **authorised 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 the **policyholder** resides 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 the **policyholder** is 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.

### 7. 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.

### 8. Third Parties

Save for the rights granted to **AAIS** under this contract any person or company who is not a party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.

### 9. Fraud

If dishonesty or exaggeration is used by **you**, **your** family or anyone acting on behalf of **you** or **your** family to obtain:

- a claims payment under **your** policy; or
- cover for which **you** do not qualify; or
- cover at a reduced premium;

all benefits under this policy will be lost, the policy may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

### 10. Financial sanctions

The **authorised 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 **authorised 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.

### 11. Several liability clause

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## 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 854 0100.

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 section 2. Cancellation, of your GENERAL CONDITIONS THAT APPLY TO THE WHOLE POLICY, on page 9, (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 854 0100 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 Buildings Insurance policy renews any optional enhancements (such as AA Home Emergency Cover) 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 854 0100.

Your separate contract with AAIS (see 'About Our Insurance Services') will automatically renew if your AA Buildings 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**

**0343 316 1617**

for policy advice and questions

8.00am - 8.00pm weekdays

9.00am - 5.00pm Saturday

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

# HOW TO LOOK AFTER YOUR HOME

## HINTS AND TIPS FROM THE AA

This section is to help you and it does not form any requirement or exclusion as part of the policy

### Protecting your home

If you are unfortunate enough to suffer loss or damage to your home, your insurance policy can help put things right. However, even settling a claim quickly may not compensate you for the worry and inconvenience you have suffered. In many cases however, there are steps that you can take to help prevent loss or damage in the first place, so we have listed below some hints to help you protect yourself, your family and your home.

### Fire Safety

- Fit smoke alarms on each level of your home. Carry out regular battery checks to make sure that the alarms are working
- Kitchen safety, take pans of hot oil off the heat or turn the heat down if you are called away from the cooker e.g. by a phone call
- Be careful not to overload sockets – plugging too many electrical appliances into one socket can cause overheating
- Plan an escape route and make sure everyone knows what to do in the event of a fire
- Close all doors when your home is unoccupied and when you go to bed at night

### Flood

- If you think a flood is likely, take as many of your belongings as possible upstairs
- Following a flood ensure the mains electricity is switched off and never use appliances that may be wet

### Burst pipes

- Insulate your water pipes and tanks, not forgetting the loft
- If you have upgraded your loft insulation this will make the loft colder so it's very important that pipes and tanks are fully insulated
- If your pipes freeze, turn off the water at the mains and thaw them out slowly using hot water bottles (never use a heat gun or blow torch)
- Keep heating on at low levels (even if you are away) to help prevent freezing
- Locate your main internal water stopcock so you can turn off the main water supply in an emergency – normally found under the kitchen sink, under-stairs cupboard or where the service pipe enters the building. In order to prevent seizure it is important to check the stopcock regularly to ensure it is fully functional
- If you're going to be away for a long period over the winter ask for a friend or relative to check your home to ensure no bursts have occurred

### Theft

- Ensure all windows are fitted with key-operated window locks and external doors have locks conforming to British Standard 3621 when you are not using them
- Ensure your garage, shed and other outbuildings are locked
- Keep all keys in a safe place, not in the door or within reach of the letterbox
- Do not leave spare keys out side of the home
- Do not leave ladders outside. Keep any tools that could be used to break into your home safely locked away
- Keep your valuables in a safe place and out of sight
- When you are out, set a timer to turn interior lights on and off at varying intervals to look as if someone is home

### Emergency Repair Helpline

If you have an urgent repair and need help finding a suitable tradesman like a plumber, electrician, locksmith or glazier, we will put you in touch with a suitable, qualified repairer.

If you have AA Home Emergency Cover call the 24 hour, Emergency Repair Line on 0800 316 3984.

If you have AA Home Emergency Response call the 24 hour, Emergency Repair Line on 0800 316 3983.

If you don't have AA Home Emergency Cover or AA Home Emergency Response call the 24 hour, Emergency Repair Line on 0800 197 9009.

## IF YOU NEED TO MAKE A CLAIM

### If you need to claim

- Check your policy and your Statement of Insurance carefully to make sure that the loss or damage is covered under this insurance.
- Phone the number shown on your Statement of Insurance as soon as possible to report the loss or damage. They will tell you how to proceed with your claim.
- If you are asked to complete a claim form, please fill it in and return it as soon as possible to the address shown on the claim form. You should also enclose any other information you have been asked to provide. (We will not pay for this information unless agreed by us in writing.)
- Please also read the General Conditions Relating to Claims on page 7.
- If you have had to pay a tradesman to make urgent repairs necessary to prevent further loss or damage you should ask for and keep hold of any receipts they give you.
- If you have Home Emergency Cover, then you must report the emergency to us in the first instance. We will only pay charges of repairers instructed by us.
- For non-urgent repairs or replacements please follow the instructions we give you. We may ask you to get estimates or want to see the damage ourselves before agreeing to any work.

**You must give the policy number shown on your *Statement of Insurance* each time you write to or phone us.**

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

## IF YOU NEED TO COMPLAIN

AA Insurance Services 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  
Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Please note that consumer disputes relating to a product or service that has been bought online may be submitted to the European Commission Online Dispute Resolution platform at the following website: <http://ec.europa.eu/odr>.

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

Phone: 020 7327 5693  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Post: Lloyd's  
One Lime Street  
London EC3M 7HA  
Fax: 020 7327 5225

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. 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 Statement of Insurance.  
This complaints procedure doesn't affect your statutory rights.**

## **USE OF YOUR PERSONAL DATA**

This privacy notice lets you know what happens to any personal data that you give to us, or any that we may collect from or about you. It applies to all products and services, and cases/examples where we collect your personal data.

### **The AA plc and our Data Protection Officer**

We're The AA PLC, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA. We are a data controller of your personal data. The AA Group of companies means AA PLC, together with any entity in which AA PLC directly or indirectly has at least a 50% shareholding and where we act in support of the AA Charitable Trust for Road Safety and the Environment.

We have a dedicated data protection officer ("DPO"). You can contact the DPO by writing to the above address, marking it for the attention of the DPO, or by using the contact details in your policy terms and condition or going to the Contact Us section of our website.

#### **1. What kinds of personal information about you do we process?**

Personal information that we'll process in connection with all of our products and services, if relevant, includes:

- **Personal and contact details**, such as title, full name, contact details and contact details history;
- **Your date of birth, gender and/or age**;
- **Your nationality**, if needed for the product or service;
- **Details of beneficiaries**, such as joint policy holders, named drivers, beneficiaries of our products or services;
- **Family members** (if relevant to the product or service);



- **Records of your contact with us** such as via the phone number of our breakdown service and, if you get in touch with us online using our online services or via our smartphone app, details such as your mobile phone location data, IP address and MAC address;
- **Products and services** you hold with us, as well as have been interested in and have held and the associated payment methods used;
- **The usage of our products and services**, any call outs and claims, and whether those claims were paid out or not (and details related to this);
- **Marketing to you and analysing data**, including history of those communications, whether you open them or click on links, and information about products or services we think you may be interested in, and analysing data to help target offers to you that we think are of interest or relevance to you;
- **Vehicle information**, such as make and model, faults, repairs and repair costs. Offers may include our car, insurance, financial services, connected car, travel and any of our other products and services;
- **Telematics and driving information** about your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken (for example, if you have Car Genie);
- **Driving school assessment**, including feedback and analysis of your instructor;
- **Information about your use of products or services held with our business partners**, such as insurance policies, mortgage, savings or financial services and products;
- **Information we obtained from third parties**, including information about insurance risk, pricing, claims history, instances of suspect fraud and usage history;
- **Personal information which we obtain from Credit Reference Agencies and Fraud Prevention Agencies** (see the section on 'Fraud Prevention Agencies' below), including public (e.g. defaults, CCJs) and shared credit history, financial situation and financial history;
- **Fraud, debt and theft information**, including details of money you owe, suspected instances fraud or theft, and details of any devices used for fraud;
- **Criminal records information**, including alleged offences, for example if you apply for car insurance;
- **Information about your health or if you are a vulnerable customer;**
- **Information about your property**, such as location, value, number of rooms, property type and building work you've had done;
- **Financial details about you**, such as your salary and details of other income, details of your savings, details of your expenditure, and payment method(s);
- **Details about all of your existing borrowings and loans**, if relevant;
- **Information about your employment status**, if relevant;
- **Information about your property occupier status**, such as whether you are a tenant, live with parents or are an owner occupier of the property where you live at the time of your application;
- **Your residency and/or citizenship status**, if relevant, such as your nationality, your length of residency in the UK and/or whether you have the permanent right to reside in UK;
- **Your marital status, family, lifestyle or social circumstances**, if relevant to the product (for example, the number of dependents you have or if you are a widow or widower);
- **Information we buy or rent from third parties**, including demographic information, vehicle details, details of outstanding finance, vehicle claims history, marketing lists, publicly available information, and information to help improve the relevance of our products and services;
- **Insights about you and our customers** gained from analysis or profiling of customers;
- Where relevant, **information about any guarantor** which you provide in any application;
- **Third party transactions**; such as where a person other than the account holder uses the service, information about that person and the transaction; and
- **Tax information**, if relevant (for example, for savings accounts).

## 2. What is the source of your personal information?

We'll collect personal information from the following general sources:

- From you directly, and any information from family members, associates or beneficiaries of products and services;

- Information generated about you when you use our products and services;
- From a broker or other intermediary (e.g. comparison site) who we work with to provide products or services or quote to you;
- AA Group companies, if you already have a product with them, have applied for one or have held a one previously;
- Business partners (e.g. financial services institutions, insurers), account beneficiaries, or others who are a part of providing your products and services or operating our business;
- From other sources such as Fraud Prevention Agencies, Credit Reference Agencies, other lenders, HMRC, DWP, publically available directories and information (e.g. telephone directory, social media, internet, news articles), debt recovery and/or tracing agents, other organisations to assist in prevention and detection of crime, police and law enforcement agencies; and
- We buy or rent information about you or customers generally from third parties, including demographic information, vehicle details, claims history, fraud information, marketing lists, publicly available information, and other information to help improve our products and services or our business.

### **3. What do we use your personal data for?**

We use your personal data, including any of the personal data listed in section 1 above, for the following purposes:

- Assessing an application for a product or service you hold with us, including considering whether or not to offer you the product or service, the price, the risk of doing so, availability of payment method and the terms;
- Managing products and services relating to the product or service, or application for one;
- Updating your records, tracing your whereabouts, and recovering debt;
- Managing any aspect of the product or service;
- To make automated decisions on whether to offer you a product or service, or the price, payment method, risk or terms of it;
- To perform and/or test the performance of our products, services and internal processes;
- To improve the operation of our business and that of our business partners;
- To follow guidance and best practice under the change to rules of governmental and regulatory bodies;
- For management and auditing of our business operations including accounting;
- To carry out checks at Credit Reference and Fraud Prevention Agencies pre-application, at application, and periodically after that;
- To monitor and to keep records of our communications with you and our staff (see below);
- To administer our good governance requirements and those of other members of our Group, such as internal reporting and compliance obligations or administration required for Annual General Meeting (“AGM”) processes;
- For market research and analysis and developing statistics;
- Assessing and profiling aspects of your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken (if relevant to your product or service);
- For direct marketing communications and related profiling to help us to offer you relevant products and service, including deciding whether or not to offer you certain products and service. We’ll send marketing to you by SMS, email, phone, post, social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match). Offers may relate to any of our products and services such as cars, roadside assistance, money and financial services, insurance, travel, member offers (“Member Benefits”) as well as to any other offers and advice we think may be of interest;
- To provide personalised content and services to you, such as tailoring our products and services, our digital customer experience and offerings, and deciding which offers or promotions to show you on our digital channels;
- To develop new products and services and to review and improve current products and services;
- To comply with legal and regulatory obligations, requirements and guidance;
- To provide insight and analysis of our customers both for ourselves and for the benefit of business partners either as part of providing products or services, helping us improve products or services, or assess or improve the operating of our businesses;

- To share information, as needed, with business partners (e.g. financial services institutions, insurers), account beneficiaries, service providers or as part of providing and administering our products and services or operating our business;
- To facilitate the sale of one or more parts of our business;
- To enable other AA group companies to perform any of the above purposes; and
- To process any donations made to the AA Charitable Trust

**4. What are the legal grounds for our processing of your personal information (including when we share it with others)?**

We rely on the following legal bases to use your personal data:

- 1) **Where it is needed to provide you with our products or services**, such as:
  - a) Assessing an application for a product or service you hold with us, including consider whether or not to offer you the product, the price, the payment methods available and the conditions to attach;
  - b) Managing products and services you hold with us, or an application for one;
  - c) Updating your records, tracing your whereabouts to contact you about your account and doing this for recovering debt (where appropriate);
  - d) Sharing your personal information with business partners and services providers when you apply for a product to help manage your product;
  - e) All stages and activities relevant to managing the product or service including enquiry, application, administration and management of accounts, illustrations, requests for transfers of equity, setting up/ changing/removing guarantors; and
  - f) For some of our profiling and other automated decision making to decide whether to offer you a product and/or service, particular payment method and the price or terms of this.
- 2) Where **it is in our legitimate interests to do so**, such as:
  - a) Managing your products and services relating to that, updating your records, tracing your whereabouts to contact you about your account and doing this for recovering debt (where appropriate);
  - b) To perform, test the performance of, our products, services and internal processes;
  - c) To follow guidance and recommended best practice of government and regulatory bodies;
  - d) For management and audit of our business operations including accounting;
  - e) To carry out searches at Credit Reference Agencies pre-application, at the application stage, and after that. Where you have been introduced to us by a broker or other intermediary they may do these searches on our behalf;
  - f) To carry out monitoring and to keep records of our communications with you and our staff (see below);
  - g) To administer our good governance requirements and those of other members of our Group, such as internal reporting and compliance obligations or administration required for AGM processes;
  - h) For market research and analysis and developing statistics;
  - i) For direct marketing communications and related profiling to help us to offer you relevant products and services, including deciding whether or not to offer you certain products and service. We'll send marketing to you by SMS, email, phone, post and social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match);
  - j) Subject to the appropriate controls, to provide insight and analysis of our customers to business partners either as part of providing products or services, helping us improve products or services, or to assess or to improve the operating of our businesses;
  - k) For some of our profiling and other automated decision making; and
  - l) When we share your personal information with these other people or organisations other than for providing products and services to you, as necessary for running our business or comply with legal or regulatory obligations.
- 3) To comply with our **legal obligations**
- 4) With your **consent or explicit consent**:
  - a) For some direct marketing communications;
  - b) For some of our profiling and other automated decision making; and

- c) For some of our processing of special categories of personal data such as about your health, if you are a vulnerable customer or some criminal records information.
- 5) For a **public interest**, such as:
  - a) Processing of your special categories of personal data such as about your health, criminal records information (including alleged offences), or if you are a vulnerable customer.

## 5. When do we share your personal information with other organisations?

We may share information with the following third parties for the purposes listed above:

- AA Group companies and service providers;
- Business partners (e.g. financial services institutions, insurers), account beneficiaries, or others who are a part of providing your products and services or operating our business;
- Governmental and regulatory bodies such as HMRC, the Financial Conduct Authority, the Prudential Regulation Authority, the Ombudsman, the Information Commissioner's Office and under the Financial Services Compensation Scheme;
- Other organisations and businesses who provide services to us such as debt recovery agencies, back up and server hosting providers, IT software and maintenance providers, document storage providers and suppliers of other back office functions;
- Credit Reference and Fraud Prevention Agencies (see below); and
- Market research organisations who help us to develop and improve our products and services.

## 6. How and when can you withdraw your consent?

**Where we're relying upon your consent to process personal data**, you can withdraw this at any time by contacting us using the contact details in your policy documents or going to the Contact Us section of our website.

## 7. Is your personal information transferred outside the UK or the EEA?

We're based in the UK, but sometimes your personal information may be transferred outside the European Economic Area. If we do so, we'll make sure that suitable safeguards are in place, for example by using approved contractual agreements, unless certain exceptions apply.

## 8. How do we share your information with credit reference agencies?

To process your application, we'll perform credit and identity checks on you with one or more credit reference agencies (**CRAs**). Where you take insurance, financial or credit from us we may also make periodic searches at CRAs to manage your account with us. To do this, we'll supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We'll use this information to:

- Assess your creditworthiness and whether you can afford to take the product;
- Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);
- Assess payment methods available to you;
- Trace and recover debts; and
- Make sure any offers provided to you are appropriate to your circumstances.

We'll continue to exchange information about you with CRAs while you have a relationship with us. We'll also notify the CRAs about your settled accounts. If you borrow and don't repay in full and on time, CRAs will record the outstanding debt. This information may be given to other organisations by CRAs. **The identities of the CRAs, their role as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail on our website.**

When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

If you're making a joint application, or tell us that you have a spouse or financial associate, we'll link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

## 9. How do we share your information with Fraud Prevention Agencies?

This is explained in a separate leaflet available on our website or by using the contact details in your policy documents.

## 10. What should you do if your personal information changes?

You should tell us so that we can update our records. The contact details for this purpose are in your policy documents. We'll then update your records if we can.

## 11. Do you have to provide your personal information to us?

We're unable to provide you with our products or services if you do not provide certain information to us. In cases where providing some personal information is optional, we'll make this clear.

## 12. Do we do any monitoring involving processing of your personal information?

In this section, monitoring means any: listening to recording of, viewing of, intercepting of, or taking and keeping records (as the case may be) of calls, email, text messages, social media messages, in person face to face meetings and other communications.

We may monitor where permitted by law and we'll do this where the law requires it, or to comply with regulatory rules, to prevent or detect crime, in the interests of protecting the security of our communications systems and procedures, and for quality control and staff training purposes. This information may be shared for the purposes described above.

## 13. What about other automated decision making?

We sometimes make decisions about you using only technology, where none of our employees or any other individuals have been involved. For instance, we may do this to: decide whether to offer you a product or service, to determine the risk of doing so, the price we will offer, whether to offer you credit, what terms and condition to offer you, assess lending, insurance and business risks, or to assess what payment methods we can offer you. We may also do this using data from other parts of the AA, including product or services details (including usage of them or claims made) and telematics data captured including on your vehicle, driving behaviour and location information.

We'll do this where it is necessary for entering into or performing the relevant contract, is authorised by laws that apply to us, or is based on your explicit consent.

## 14. For how long is your personal information retained by us?

Unless we explain otherwise to you, we'll hold your personal information based on the following criteria:

- For as long as we have reasonable business needs, such as managing our relationship with you and managing our operations;
- For as long as we provide goods and/or services to you and then for as long as someone could bring a claim against us; and/or
- Retention periods in line with legal and regulatory requirements or guidance.

## 15. What are your rights under data protection laws?

Here is a list of the rights that all individuals have under data protection laws. They don't apply in all circumstances. If you wish to use any of them, we'll explain at that time if they are engaged or not. The right of data portability is only relevant from May 2018.

- The right **to be informed** about your processing of your personal information;
- The right to have your personal information **corrected if it is inaccurate** and to have **incomplete personal information completed**;
- The right **to object** to processing of your personal information;
- The right **to restrict processing** of your personal information;
- The right **to have your personal information erased** (the "right to be forgotten");
- The right to **request access** to your personal information and to obtain information about how we process it;
- The right to **move, copy or transfer your personal information** ("data portability"); and
- Rights in relation to **automated decision making which has a legal effect or otherwise significantly affects you**.

You have the right to complain to the Information Commissioner's Office which enforces data protection laws - <https://ico.org.uk/>. You can contact our DPO for more details on all the above.

## **16. Your right to object**

You have the right to object to certain purposes for processing, in particular to data processed for direct marketing purposes and to data processed for certain reasons based on our legitimate interests. You can contact us using the contact details in your policy documents to exercise these rights.

## **17. What are your marketing preferences and what do they mean?**

We may use your home address, phone numbers, email address and social media or digital channels (e.g. Facebook, Google and message facilities in other platforms) to contact you according to your marketing preferences. You can stop our marketing at any time by contacting us using the details below or by following the instructions in the communication.

### **Changes to this privacy notice**

We may change this privacy notice from time to time by updating this page in order to reflect changes in the law and/or our privacy practices. We encourage you to check this privacy notice for changes whenever you revisit our website – [www.theaa.com/privacy-policy](http://www.theaa.com/privacy-policy)

### **Contact Us**

If you have any questions about this privacy notice, or if you wish to exercise your rights or contact the DPO, you can use the contact details in your policy book or you can go to the Contact Us section of our website. Alternatively, you can write to AA PLC, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA, marking it for the attention of the DPO or email [dataprotection@theaa.com](mailto:dataprotection@theaa.com).

## **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
- 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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