

AA Excess Protection Policy Wording

Welcome to AA Insurance Services Limited

A warm welcome and thank you for choosing to buy AA Excess Protection. Our aim at AA Insurance Services Limited (AAISL) is to combine value for money with peace of mind. The following information includes everything you need to know about your AA Excess Protection. 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.

Who regulates us?

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

Demands and Needs

This policy meets the Demands and Needs of customers who require their excess to be reimbursed following a claim where it cannot be recovered from any third party.

Introduction to your AA Excess Protection cover

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

This wording has been put together to clearly set out the details of **Your** insurance cover. Please read it carefully, to make sure it continues to meet **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 must be read as a whole as they constitute the legally binding contract of insurance between the policyholder and the insurer.

Insurance has been effected between West Bay Insurance Plc. and **You** the **Policyholder**. The **Insurer** has agreed to insure **You** subject to the terms, conditions and exclusions contained in this policy wording against such liability loss or damage that may occur during any period of insurance for which **You** have paid or agreed to pay the premium.

This insurance provides cover for reimbursement of the **Excess** **You** have paid or had deducted as part of a claim under **Your AA Car Insurance Policy**, where the **Excess** cannot be recovered from a responsible **Third Party**. The maximum amount payable per claim is the **Excess** on **Your AA Car Insurance Policy**. Only one claim is permitted in any **Period of Cover**.

Making a claim

Should **You** wish to make a claim under this **Policy** following an **Insured Incident**, **You** must report it to Accident Assist on 0330 053 0322 as soon as possible.

- Please call the Accident Assist team on 0330 053 0322.

Before considering **Your** claim, the **Insurer** of this Excess Protection **Policy** will require the following supporting documentation:

- Copy of **Your Excess** receipt from the repairers, where applicable.
- Copy of the final settlement letter from **Your Motor Vehicle Insurance Company** showing any **Excess** applicable.

Please remember to provide all of the information and documentation that has been requested as failure to do so may result in a claim not being paid.

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

The **Insurer** of this Excess Protection insurance is West Bay Insurance Plc. who are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if West Bay Insurance Plc. cannot meet its obligations. This depends on the type of business and the circumstances of the claims. For insurance **You** are covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available at www.fscs.org.uk or telephone **0800 678 1100** or **0207 741 4100**.

Any other questions?

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

AA Excess Protection 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.

AA Car Insurance Policy

The motor insurance arranged by **AAISL** (which is taken out by **You** to cover a private car).

AAISL

Automobile Association Insurance Services Limited.

Certificate of Motor Insurance

The document headed **Certificate of Motor Insurance** which provides evidence of the existence of motor insurance as required by law.

Excess

The combined voluntary and compulsory **Excess** which will be the first amount paid towards a claim under the terms of the **AA Car Insurance Policy** in respect of the **Insured Vehicle**.

Insured Incident

Any incident which;

- a) **You** are wholly or partially responsible for, or
- b) Is caused by an unidentifiable **Third Party**, or
- c) Is caused by an uninsured driver

involving the **Insured Vehicle**, which occurs during the **Period of Cover**, and where such incident is subject to a valid claim under the **AA Car Insurance Policy** arising from malicious damage, accidental damage, fire, attempted theft or theft.

Insured Person

The **Policyholder** and other person insured under the **AA Car Insurance Policy** who hold a current valid UK, EU or Foreign driving licence and are a resident of Great Britain and Northern Ireland.

Insured Vehicle

The motor vehicle insured on the **AA Car Insurance Policy** for which a premium has been paid and which is identified in the **Certificate of Motor Insurance**.

Insurer

West Bay Insurance Plc. (FCA No. 211787) who is licensed and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme. West Bay Insurance Plc. is registered in Gibraltar under company number 84085 and their registered office is situated at 846-848, Europort, Gibraltar. This can be checked on the Financial Services register by visiting the FCA's website at www.fsa.gov.uk/register/firmSearchForm.do or www.fca.org.uk/register which includes a register of all the firms they regulate, or by contacting them on 0800 111 6768.

Motor Vehicle Insurance Company

The authorised insurer of **Your AA Car Insurance Policy**.

Period of Cover

The period of this **Policy** which runs concurrent with the **AA Car Insurance Policy** as defined on the **Statement of Insurance** and does not exceed 12 months.

Policy

Shall mean this AA Excess Protection cover.

Policyholder

The person shown as the Insured on your **AA Car Insurance Policy** and who has taken out this **Policy** and has paid or agreed to pay the required premium.

Statement of Insurance

The document headed **Statement of Insurance** giving details of the persons Insured, the **Insurer**, the Insurance Document number, details of the **Insured Vehicle**, the cover, the premium and the **Period of Cover**.

Third Party

The other person(s) and/or party(s) involved in the **Insured Incident**, excluding the **Insured Person** and/or **Policyholder** (as defined in this **Policy**).

We/Us/Our

Shall mean Automobile Association Insurance Services Limited.

You/Your

The **Insured Person**

What is covered?

This insurance provides reimbursement of the full **Excess** stated on **Your AA Car Insurance Policy** if **You** suffer a financial loss as a result of an **Insured Incident**.

The maximum amount payable per claim is the **Excess** on **Your AA Car Insurance Policy** or £1,000, whichever is the lesser.

Only one claim is permitted in any **Period of Cover**.

What is not covered?

1. Any claim where the sum total cost of the **Insured Incident** does not exceed **Your Excess** on **Your AA Car Insurance Policy**.

AA Excess Protection Policy Wording

- Any claim where **Your Excess** has already been reimbursed, waived or recovered and therefore no financial loss has been suffered by **You**.
- Any **Insured Incident**, which happened before the start date of this **Policy**.
- Any contribution or deduction from the settlement of **Your** claim against **Your AA Car Insurance Policy** other than the stated **Policy Excess**, for which **You** have been made liable.
- Any liability attaching as a result of an agreement or contract unless that liability would have existed otherwise.
- Any claim that is declined under **Your AA Car Insurance Policy**.
- Any **Excess** in respect of personal effects, accessories, glass or audio/visual equipment (such as car phone, satellite navigation systems, CD or cassette player, radios etc.).
- Any claim where the **Insured Vehicle** was being used for hire or reward.
- Any **Insured Incident** arising out of the use of an **Insured Vehicle** by the **Insured Person** in connection with racing, rallies, trials or competitions of any kind.
- Any claim under **Your AA Car Insurance Policy** which was as a result of attempted theft, theft or malicious damage of the **Insured Vehicle** and has not been reported to the Police.
- Any claim due to a deliberate non-disclosure or criminal act, which is found to the satisfaction of the **Insurer** to be of a fraudulent or false nature. The **Insured Person** will be held responsible for any costs paid or due where this happens.
- Any claim under **Your AA Car Insurance Policy** that arises from **Your** unlawful use of drink or drugs.
- Any claim caused directly or indirectly by or arising from any of the following, regardless of any other contributory cause or event;
 - War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - Any action taken in controlling, preventing, suppressing or in any way relating to (i) above except as is necessary to meet the requirements of the Road Traffic Acts.
 - Ionising radiation or radioactive contamination from nuclear fuel or waste; or
 - The radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

General Conditions

You must comply with the following conditions to have the full protection of **Your Policy**.

- This **Policy** will continue to respond for the **Period of Cover** or until **You** chosen level of cover on this **Policy** has been reached; whichever comes first.
- You** must be insured under a valid **AA Car Insurance Policy**.
- The **Policyholder** as stated on the **Certificate of Motor Insurance**.
- If **You** make a claim which is at all false or fraudulent, or support a claim with any false or fraudulent statements or documents, **You** will lose all benefit and premiums **You** have paid for this **Policy**.
- The **Insurer** will be entitled to take over and conduct at the **Insurer's** expense in **Your** name legal proceedings to recover for the **Insurer's** own benefit any payments made under this **Policy**. **You** must give the **Insurer** all the help and information they may need.
- If at the time of any **Insured Incident** there is any other insurance, which provides cover for the loss, or any part of it, the **Insurer** will only be responsible for the amount not recoverable under that insurance.
- You** must have taken relevant steps to protect against loss or additional exposure to loss.
- The insurance described in this Insurance Document will only apply if the person claiming has observed all the terms and conditions that apply.
- Cancellation**
Procedures are explained below dependent on who invokes cancellation.
The Policyholder
a) Where **You** cancel the **AA Car Insurance Policy** then this AA Excess Protection **Policy** will automatically also be cancelled on the same date (please refer to the terms and conditions in the **AA Car Insurance Policy** booklet).

If **You** need to cancel this AA Excess Protection **Policy** contact **AAISL** on 0344 412 4684.

You will, for a period of 14 days from the date **You** receive the policy documentation or the date **You** enter into the contract (whichever is later), have a right to cancel this AA Excess Protection and receive a refund. This refund will be subject to a charge for the **Period of Cover** **You** have received, 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 this AA Excess Protection itself (i.e. without cancelling the **AA Car Insurance Policy**) **Your AA Car Insurance Policy** will not be affected.

AAISL (Instalment defaults)

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

If **Your** AA Excess Protection **Policy** is cancelled under this paragraph (b), as per paragraph (a) no refund of premium on this AA Excess Protection **Policy** will be due and you will still owe **AAISL** any policy premium for this AA Excess Protection **Policy** which remains unpaid. You must therefore pay the sum **You** owe to **AAISL** contained in the default notice in full.

Insurer and AAISL

The **Insurer** or **AAISL** 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 AA Excess Protection.

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

10. 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.

11. 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**.

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

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

AA Excess Protection Policy Wording

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 Excess Protection has changed during the year. If **You** don't want to renew **Your** policy, please let us know by calling 0344 412 4622.

Automatic Renewal

If **You** are paying for **Your AA Car Insurance Policy** and AA Excess Protection through **Our** instalment account over 12 months, and have agreed to allow **Us** to automatically renew **Your Policy** each year, at the end of each 12-month period **We** will write to confirm if **We** can automatically renew **Your** cover. If **We** are able to do this, unless **We** hear from **You**, **Your** cover will automatically be renewed to the **Insurer** as specified in **Our** letter. **We** will send **You** an important notice of any important changes that apply to **Your Policy**.

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

If **You're** paying by credit card and have agreed to allow **Us** to collect the renewal premium automatically each year, then unless **We** hear from **You**, and as long as **Your AA Car Insurance Policy** is also being renewed, **We'll** renew **Your AA Excess Protection** automatically at the end of the 12-month period. Prior to doing this **We** will send a written reminder of the premium that **You** will have to pay and an important notice of any changes that apply to **Your Policy** wording. If **You** wish to stop **Your Policy** from automatically renewing, please contact **Us** to let **Us** know.

You can contact **Us** by:

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

Phone: 0344 412 4622

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

Customer services feedback

0330 053 1056

We'd like to know what **You** think about the service **We** give **You**. Please let **Us** know if **You** have any suggestions or feedback for **Us**.

Customer services helpline

0344 412 4684

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

8am - 7pm Monday to Friday

9am - 5pm Saturday

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

If you need to complain

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

a) There are several ways **You** can contact **Us**:

Phone: 0344 209 0556

Email: insurance.complaints@theaa.com

Post: AA Insurance Complaints,
Customer Solutions Team,
Q3 Quorum Business Park,
Newcastle Upon Tyne,
NE12 8EX

We will either acknowledge **Your** complaint within 5 working days of receipt, or offer **You Our** final response if **We** have concluded **Our** investigations within this period.

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

If **You** remain unhappy with **Our** final response, or **We** have not managed to provide a final response within 8 weeks of **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service for help and advice.

b) There are several ways **You** can contact them:

Phone: 0800 0234 567 or 0300 1239 123

Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Post: Insurance Division, The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR

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

Use of personal information

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

**AA Excess Protection
Policy Wording**