

# Policy booklet

Home Insurance Plus  
December 2021

**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 protecting your home as straightforward as possible.

AA Home Insurance Plus is our comprehensive policy that provides high levels of cover, so you can be confident it will do the job.

The buildings and/or contents element of your home insurance is provided by one or two of a panel of Insurers, whilst cover under AA Home Emergency Response and AA Home Legal Expenses is provided by a single insurer. Details of your insurers names and contact details can be found clearly on your Statement of Insurance issued with this policy booklet.

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, do please call us or visit our website at [theAA.com](http://theAA.com).

# If you need to make a claim

## **Buildings and Contents (Sections 1, 2, 3, 3a, & 4)**

**If you need to make a claim please phone us as soon as possible to report the loss or damage on the number shown on your Statement of Insurance and we will tell you how to proceed with your claim.** 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. 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 and take photos to document the damage prior to repairs being undertaken.

## **Home Legal Expenses cover (Section 5)**

If you need to claim or require help with legal matters 24 hours a day, 365 days a year, call **0161 428 7039**.

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).

## **Home Emergency Response (Section 6)**

If you have a home emergency you must report the emergency to us in the first instance for emergency repairs to your home.

We will only pay charges of repairs instructed by us.

Please call **0330 053 0395**

**Any suspected gas leaks should be reported immediately to the National Gas Emergency Service on 0800 111 999. After which you should contact us via the above Home Emergency Response helpline.**

**Please also read the general conditions relating to claims on page 41 for Home Legal Expenses, page 54-55 for Home Emergency Response, and pages 63-64 for Contents and Buildings cover.**

## **Customer services helpline**

We will be happy to explain any part of this policy, answer your questions and make changes to your personal details.

Just call **0343 316 1617**.

8.00am - 8.00pm weekdays and 9.00am - 5.00pm Saturday.

# If you need to complain

## 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: insurance.complaints@theaa.com  
Post: AA Insurance complaints  
Customer Solutions Team  
Q3 Quorum Business Park,  
Newcastle Upon Tyne,  
NE12 8EX  
  
Text phone: 0330 053 0460

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

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

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

**Please make sure you always quote your policy number from your Statement of Insurance.**

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

# 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:
Contents cover	<p>Customers who want</p> <ul style="list-style-type: none"><li>- to insure the contents of their house against specific incidents within the home for an unlimited amount.</li><li>- additional cover for accidental loss of or damage to household items in and away from home.</li><li>- additional cover for valuables, personal belongings and money away from home and for accidental loss or damage anywhere in the world. Each item not exceeding £5,000.</li><li>- cover to protect against being sued or making a claim against someone with access to a range of free legal documents.</li></ul>
Specified items away from home (Section 3a)	Customers who want to have additional cover for specified items away from home and for accidental loss or damage anywhere in the world. Each item should be valued in excess of £5,000.
Building cover	Customers who want to insure their property for loss or damage against events such as a fire, with unlimited rebuilding costs, including accidental damage and have cover to make their home safe, secure and habitable following an emergency with access to a 24-hour helpline.

# Endorsements relating to your Home Insurance Plus 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 on the Endorsements page provided with **your Statement of Insurance**. If **you** are not sure what they mean, please phone **our** Customer Services Helpline on **0343 316 1617**.

# Definitions

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

To help **you** identify these **we** have printed them in **bold** and **italics** throughout the policy booklet. These definitions do not apply to the Home Legal Expenses or Home Emergency Response cover sections where separate definitions apply.

<b>AAISL</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(s)</b>	For Sections 1, 2, 3, 3a and 4, the <b>authorised insurer(s)</b> is/are the insurer(s) shown on <b>your Statement of Insurance</b> .
<b>Bedroom</b>	A room used as a <b>bedroom</b> or originally intended to be used as a <b>bedroom</b> 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 permanently installed, 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>Business equipment</b>	Computer equipment, facsimile machines, photocopies, typewriters, word processors, telecommunication equipment, office furniture and stock (not held for sale).
<b>Contents</b>	<b>Household goods</b> , including tenant's interior decorations, <b>valuables</b> and <b>personal belongings</b> , up to the limit shown in the <b>Statement of Insurance</b> . <b>Money</b> up to £1,000. <b>Fixtures and fittings</b> which belong to <b>you</b> as tenant of <b>your home</b> . Satellite dishes, radio and television aerials, fittings and masts fixed to <b>your home</b> . <b>Contents</b> are only covered if: (a) they belong to <b>you</b> ; (b) <b>you</b> are responsible for them under a hiring or legal agreement; or (c) <b>you</b> are legally liable for them. <b>The following are not included as contents.</b> (a) Road vehicles or any other mechanically or electrically propelled or assisted vehicles or toys (except domestic gardening equipment, electric wheelchairs, electrically assisted pedal cycles that do not exceed 15.5mph unassisted and remote-controlled or battery-powered models or toys). Caravans, horse boxes, trailers and trailer tents. Aircraft and hovercraft. Boats, boards and any other watercraft designed to be used in or on water. (b) Parts or accessories designed for or intended for use in or on any item defined in (a) above. (c) Any living creature. Any changes to the terms of <b>your</b> policy. 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>Endorsements</b>	
<b>Fixtures and fittings</b>	

# Definitions (continued)

<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 (a), (b) and (c) under <b>building</b> .
<b>Household goods</b>	The <b>contents</b> of <b>your home</b> , excluding <b>valuables</b> , <b>personal belongings</b> and <b>money</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>Money</b>	Cash, cheques, <b>money</b> or postal orders, current postage stamps, National Insurance stamps, saving stamps or certificates, premium bonds, travellers' cheques, luncheon vouchers, gift tokens and travel or admission tickets. ( <b>We</b> will only pay the cost of replacing a ticket from the date of loss to the date it would have run out, and only if <b>you</b> cannot get a free replacement ticket.)
<b>Personal belongings</b>	Cover only applies if these are held for private purposes. Clothing (including items of leather and sheepskin) and personal items designed to be worn, used or carried. (This does not include <b>valuables</b> or <b>money</b> .) Pedal cycles, including electrically assisted pedal cycles that do not exceed 15.5mph unassisted, sports equipment (other than excluded under <b>contents</b> ) and camping equipment (excluding trailer tents), unless it is shown under ' <b>Contents</b> ' as not being covered.
<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 buildings 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>Storm</b>	A period of violent weather defined as: a) Wind speeds with gusts of at least 48 knots (55mph) which are the equivalent to Storm Force 10 on the Beaufort Scale; b) torrential rainfall at a rate of at least 25mm per hour; c) snow to a depth of at least one foot (30cms) in 24 hours; or d) hail of such intensity that it causes damage to hard surfaces or breaks glass.
<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>Valuables</b>	Jewellery, furs (other than sheepskin), watches, items made of gold, silver and other precious metals, photographic equipment (including video cameras and camcorders), portable audio visual and gaming equipment, laptops, tablets, e-readers or other portable computer equipment (which does not include any equipment only capable of use when connected to mains electricity), mobile phones, microscopes, telescopes, binoculars, portable musical instruments, pictures and other works of art, collections or sets of stamps/coins/medals.
<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 cover

**Your** insurance has been arranged with one or more insurance companies (**authorised insurer(s)**).

The **authorised insurer(s)** have 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(s)** have agreed to insure **you** under the terms, conditions and exclusions in or endorsed in 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.

### Important

You must take reasonable care to ensure that the information provided by you or on your behalf in relation to your AA Home Insurance Plus is provided honestly, fully and to the best of your knowledge. If any of your insurance, or personal, details set out on the enclosed 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*.

# Section 1 - Contents cover

This part of **your** policy covers **your household goods, valuables** and **personal belongings**, against a range of incidents such as fire, theft, **storm**, water damage and vandalism. **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**.

## What is covered

- 1 **Contents** (see definitions).
- 2 Up to £50,000 for any one claim in respect of costs **we** have agreed in advance for alternative accommodation (which is of a similar size and standard to **your home**) and cost of temporary storage of the **contents** if **your home** cannot be lived in as a result of loss or damage insured by this section of the policy.

## Where they are covered

- 1 In **your home**.
- 2 While stored in a bank safe deposit or in the strongroom of a bank or solicitor's offices.

## What they are covered against

### Loss or damage caused by:

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

## What is NOT covered

- 1 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.  
Please note if **you** hold Buildings and Contents insurance with **AAISL** and claim under both sections **you** will be required to pay the excesses under both sections.
- 2 Any amount above the limit shown on **your Statement of Insurance** for a single item, collection or set of **valuables** or **personal belongings** unless specified on the **Statement of Insurance**.
- 3 Financial securities, certificates or documents of any kind, unless they are stored in a bank safe deposit or in the strongroom of a bank or solicitor's offices.
- 4 Shortages of **money** due to clerical or accounting errors and/or omissions.

## What they are covered against

### 2 Theft or attempted theft.

The most **we** will pay for any one claim for loss or damage to **contents** contained in outbuildings at the **property** or **your** domestic garages is £7,500 in total.

- 3 Water or oil as a result of a burst, leaking or overflowing domestic water or heating installation or appliance or piping.
- 4 A collision or impact involving:
  - a vehicle, aircraft or other aerial device (or anything falling from them), or animal; or
  - breakage or collapse of a television or radio aerial, satellite dish, or their fittings and masts.
- 5 Falling trees, branches, lamp posts or telegraph poles, electricity pylons, poles or overhead cables.
- 6 **Subsidence** or **heave** of the site on which the **building** stands or **landslip**.
- 7 Malicious acts or vandalism.
- 8 Riot, civil commotion, strikes, labour or political disturbances.

## What is NOT covered

**BUT NOT** while **your home** or any part of it is lent, let, sublet or shared, unless there is forcible and violent entry into or exit from it;

**OR** loss or damage to **money** unless there is forcible or violent entry into or exit from **your home**;

**OR** if **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage;

**OR** to **valuables** or **money** contained in a domestic garage or outbuilding.

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

**BUT NOT** caused by **your** pets.

**BUT NOT** the cost of removing the object which has caused the loss or damage.

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

**OR** caused by **you** or any persons lawfully in **your home**;

**OR** caused by or arising from the erasure or distortion of information on computer equipment;

**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**.

## We also provide the following additional benefits.

### What is covered

#### 9 Credit cards

Financial loss anywhere in the world following the fraudulent use of any personal credit card, cheque card, banker's card, debit or cash card. (The card must be issued in Great Britain, Isle of Man, Channel Islands or Northern Ireland.)  
The most **we** will pay for any one claim is £5,000.

#### 10 Deterioration of food

**We** will pay up to £1,000 for:

Deterioration of food or drink in the freezer or fridge in **your home** as a result of:

- the accidental failure of the freezing unit;
- refrigerant fumes;
- an accidental power failure.

The cost of hiring another freezer where **we** have agreed that this is necessary to try and lessen the claim.

#### 11 Lock replacement

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.

#### 12 Metered water or heating oil

- Loss of metered water or heating oil following **accidental damage** to the domestic water or heating installation in **your home**.
- Theft of heating oil from **your property**

The most **we** will pay for any one claim is £2,500.

### What is NOT covered

**BUT NOT** financial loss where:

- the loss of the card has not been reported to the police and the card company within 24 hours after discovering the loss (Where **you** have reported **your** credit card, cheque card, banker's card, debit or cash card for unauthorised or fraudulent use, in most cases, **you** will only be liable for the first £50 per card.);
- the card company's terms and conditions have been broken;
- **you** have used the card fraudulently; or
- there has been unauthorised use by **you** or **your** family.

**BUT NOT** loss or damage caused by the deliberate act of the supply authority.

**OR** loss or damage if **your home** was **unoccupied** at the time of the loss or damage.

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

## What is covered

### 13 Contents in the open

The **contents** are insured while they are outdoors but within the boundaries of the **property** against loss or damage as a result of causes 1 to 8 of this section.

The most **we** will pay for any one claim is £1,000.

### 14 Contents temporarily removed

Loss or damage as a result of causes 1 to 8 of this section while the **contents** are temporarily away from **your home** but within Great Britain, Isle of Man, Channel Islands, Northern Ireland, Republic of Ireland or continent of Europe.

The most **we** will pay for any one claim is £6,000.

But for loss or damage caused by theft or attempted theft to **contents** contained in a domestic garage or outbuilding, the most **we** will pay for any one claim is £1,000.

### 15 Contents at university/college

Loss or damage as a result of causes 1 to 8 of this section for **contents** temporarily in Halls of Residence or other student accommodation, providing the student still has their permanent address at **your Home**.

The most **we** will pay for any one claim is £3,000.

### 16 Contents belonging to visitors

Loss or damage as a result of causes 1 to 8 of this section to **contents** belonging to **your** visitors.

The most **we** will pay for any one claim is £300 for any one visitor.

## What is NOT covered

**BUT NOT** loss or damage caused by **storm**, flood or shown as not insured under causes 1 to 8 of this section.

**OR** loss or damage to:

- plants, trees, lawn or shrubs; or
- **valuables** or **money**.

**BUT NOT** loss or damage shown as not insured under causes 1 to 8 of this section.

**OR** loss or damage caused by theft unless it involves forcible and violent entry to or exit from a building, other than a building in which **you** are employed or temporarily living.

**OR accidental damage** to specified **valuables** and **personal belongings** unless **you** have cover for these items under Section 3a.

**OR contents** away from **your home** for sale or exhibition.

**OR** loss or damage to **contents** temporarily in Halls of Residence or other term-time student accommodation.

**OR** loss or damage to **contents** in a caravan, mobile home or motor home, unless the caravan, mobile home or motor home is within the **property**.

**BUT NOT** loss or damage caused by theft or attempted theft to **contents** unless it involves forcible and violent entry to or exit from a building.

**OR** loss of **money**.

**OR contents** taken outside Great Britain, Isle of Man, Channel Islands and Northern Ireland

**BUT NOT** loss or damage to **contents** which:

- are covered by other insurance; or
- belong to a paying guest or lodger.

## What is covered

### 17 Fatal accident

We will pay £5,000 if the **policyholder** or their spouse/partner dies within 60 days as a direct result of fire, theft or assault by an intruder in the **building**.

### 18 Household removal

The **contents** are insured while they are being moved by a professional removal contractor to **your new home** anywhere in Great Britain, Isle of Man, Channel Islands or Northern Ireland.

### 19 Home office

We will pay up to £10,000 in total for loss or damage to **business equipment** within **your home** as a result of causes 1 to 8 of this section.

The most we will pay for any one item is £2,000.

### 20 Title deeds

We will pay up to £2,500 to replace the title deeds of **your property** following loss or damage as a result of causes 1 to 8 of this section while they are in **your home**.

### 21 Digital information

We will pay up to £2,500 for the cost of replacing information you have legally purchased and stored on **your computer**, mobile phone or other computer equipment that can't be recovered and can be evidenced. The loss or damage must have been the result of causes 1-8 of this section.

### 22 Garden Cover

We will pay up to £1,000 in total for loss or damage to hedges, lawns, trees, shrubs and plants that **you** own, which are outside the **building** but within the boundaries of the **property**, as a result of causes 1-8 of this section.

## What is NOT covered

**BUT NOT** loss or damage while in a furniture store for more than 14 days during the course of removal.

**BUT NOT** loss or damage shown as not insured under causes 1 to 8 of this section.

**BUT NOT** remaking a file, tape, disc or disk.

**OR** rewriting the information contained on **your equipment**.

**BUT NOT** loss or damage not insured under causes 1-8 of this section:

- caused by natural ageing;
- to trees or shrubs which is not caused by theft;
- caused by domestic animals, birds or pets;
- caused by frost;
- caused by **subsidence, landslip or heave** unless **your home** is damaged by the same cause at the same time;
- caused by smoke or bonfires;
- from light or atmospheric or climatic conditions;
- caused by insect, vermin, rot, mildew, fungus or poisoning.

# Your liability

## What is covered

### 1 Your liability as occupier of the *building*:

We will insure **you** for all amounts which **you** have legal liability to pay as compensation for accidents which happen in or around **your property** which result in:

- death, physical injury or illness to 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.

### 2 Your personal liability:

We will insure **you** for all amounts which **you** have legal liability to pay as compensation for accidents not connected with the occupation of **your building** which result in:

- death, physical injury or illness to any person other than **your** employees; 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.

## What is NOT covered

### 1 Liability for:

- loss of or damage to property (other than temporary holiday accommodation) which belongs to or is in the care of **you** or anyone **you** employ; or
- physical injury to, or death, disease or illness suffered by **you** or **your** employees other than **your** liability to **your** domestic employees under Section 3 of **Your** liability.

### 2 Liability caused by owning any land, **buildings** or the **property**.

- 3 Liability as a result of **your** trade, profession, or employment.
- 4 Liability as a result of any agreement or contract, unless **you** would have been liable anyway.

### 5 Liability as a result of the ownership, custody, control or use of:

- firearms (other than legally held shotguns or airguns for sporting activities);
- animals (other than horses or pets);
- horses while being used for hunting, racing or playing polo;
- pets which are not normally domesticated in Great Britain, the Isle of Man or the Channel Islands; or
- a dog listed under Section 1 of the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 SI 2292 (NI 21) or any subsequent amending legislation.

### 6 Liability as a result of:

- a direct or indirect result of assault or alleged assault; or
- any deliberate or wilful or malicious act.

## What is covered

### 3 Your liability to your domestic employees:

We will insure **you** for all amounts which **you** have legal liability to pay as compensation for causing accidental death, physical injury or illness to any person in **your** domestic employment within Great Britain, Isle of Man, Channel Islands or Northern Ireland.

There is a limit of £5 million for all claims arising from any one incident including costs and expenses which **we** agree to in writing.

## What is NOT covered

- 7 Liability as a result of **you** owning, possessing or using road vehicles or other mechanically propelled or assisted vehicles (including E-scooters and hoverboards) except:
  - domestic gardening equipment used within the boundary of the **property**; or
  - electric wheelchairs;
  - remote-controlled or battery-powered models or toys (that have a maximum design speed of up to 15.5mph);
  - whilst being only a passenger within a vehicle, having no right of control.
- 8 Liability as a result of **you** owning, possessing or using:
  - caravans (other than temporary holiday accommodation), horse boxes, trailers or trailer tents; or
  - aircraft or hovercraft; or
  - drones or model aircraft.
- 9 Liability as a result of **you** owning, possessing or using boats (other than temporary holiday accommodation), boards or any other craft or equipment designed for use in or on water except:
  - pedestrian controlled models or toys;
  - hand or foot-propelled boats which **you** do not own.
- 10 Liability which should be covered by compulsory motor insurance or security as required under any Road Traffic Act legislation.
- 11 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.

# Irrecoverable court awards

## What is covered

**We** will pay all amounts which **you** have been awarded in a court in Great Britain, Isle of Man, Channel Islands or Northern Ireland if after three months the amounts have not been paid to **you** in accordance with the courts award.

**We** will only make this payment if paragraphs 1 and 2 of the Your liability section of the policy booklet would have insured **you** if the award had been made against **you** rather than in **your** favour.

**We** have the right after settling **your** claim to take any action **we** become entitled to upon making payment.

There is a limit of £100,000 for all claims (including legal costs) arising from any one incident.

## What is NOT covered

**BUT NOT** if the incident leading to court action happened outside the period of insurance.

**OR** liability if **you** are the judgement debtor.

**We** will not pay if anyone is appealing against **your** award.

# Your liability as a tenant

## What is covered

**We** will insure **you** for all amounts which **you** have legal liability to pay under a tenancy agreement for **your** building for the cover detailed on pages 18-19.

The most **we** will pay for any one claim is £5,000.

## What is NOT covered

**BUT NOT** the first £100 of each claim for loss or damage unless otherwise stated in **your Statement of Insurance**.

The first £250 of each incident of loss or damage in the event of an escape of water.

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

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

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

**OR** liability for any loss or damage which happens if **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

**OR** liability as a result of **you** owning or leasing **your building**.

**OR** Loss or damage shown as not covered under causes 1 to 8 of Section 4.

**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.

## What is covered

Loss or damage caused by:

- 1 Fire, smoke, lightning, explosion, earthquake, **storm**, flood and smudging as a result of fixed oil-fired central heating.
- 2 Theft or attempted theft.
- 3 Water or oil as a result of a burst, leaking or overflowing domestic water or heating installation, or appliance or piping. This includes damage to any water installation caused by freezing or bursting.
- 4 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.
- 5 Falling trees, branches, lamp posts, telegraph poles, electricity pylons, poles or overhead cables.
- 6 **Subsidence** or **heave** of the site on which the **building** stands or **landslip**.

## What is NOT covered

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

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

**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**.

**BUT NOT** loss or damage caused by **your** pets.

**BUT NOT** the cost of removing the object which has caused the loss or damage. **OR** loss or damage caused by lopping, topping or felling of trees on **your property**.

**BUT NOT** the first £1,000 of each incident or loss. **OR** 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;

## What is covered

- 7 Malicious acts or vandalism.
- 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**.
- 10 **Accidental damage** to glass, ceramic hobs and sanitary fittings all of which are fixed to, and forming part of **your home**.

## What is NOT covered

- 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**.

**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**.

# Section 2 – Accidental loss or damage cover for household goods

This section is an extension to Section 1 Contents and is automatically included if Section 1 is held. This will be shown on **your Statement of Insurance**.

## What is covered

- 1 **Contents** (see definitions).

## Where they are covered

- 1 In **your home**.
- 2 While they are outdoors but within the boundaries of **your property**.  
The most **we** will pay for any one claim is £1,000.
- 3 While they are being moved by a professional removal contractor anywhere in Great Britain, Isle of Man, Channel Islands and Northern Ireland.
- 4 While they are temporarily away from **your home** anywhere in the world.

The most **we** will pay for any one claim is £6,000. But for loss or damage caused by theft or attempted theft to **contents** contained in a domestic garage or outbuilding the most **we** will pay for any one claim is £1,000.

## What is NOT covered

**BUT NOT** the first £100 of each incident of loss or damage unless otherwise stated in **your Statement of Insurance**.

**OR money, valuables and personal belongings.**

**OR** loss or damage if **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

**OR** financial securities, certificates or documents of any kind unless they are stored in a bank safe deposit or in the strongroom of a bank or solicitor's offices.

## Where they are NOT covered

- 1 In a furniture store for more than 14 days during the course of removal.
- 2 While away from **your home** for sale or exhibition.
- 3 In Halls of Residence or other term-time student accommodation.
- 4 In a caravan, mobile home or motor home, unless the caravan, mobile home or motor home is within the **property**.

## What they are covered against

- 1 Accidental loss or **accidental damage** (in addition to the causes 1 to 8 covered under Section 1).

## What is NOT covered

**BUT NOT** any loss or damage shown as not insured under causes 1 to 8 of Section 1 of this policy.

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

**OR** loss or damage if **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

**OR** damage caused by or arising from:

- 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; or
- demolition, structural alterations or structural repairs to **your building**.

**OR** loss or damage caused by or arising from the erasure or distortion of information on computer equipment.

# Section 3 – Accidental loss or damage cover for valuables, personal belongings and money

This section is an extension to Section 1 – Contents and is automatically included if section 1 is held. **Your Statement of Insurance** will show the amount insured under this section.

## What is covered

**1** **Valuables** and **personal belongings** which belong to **you** or which **you**:

- are responsible for under a hiring or legal agreement; or
- have in **your** custody and are legally liable for.

The most **we** will pay for any item, collection or set is £5,000.

**2** **Valuables** and **personal belongings** that are owned by **you** and are in the custody or control of any member of **your** family whilst they are living away from **your home** in Halls of Residence or any other term-time student accommodation, providing the student still has their permanent address at **your Home**.

The most **we** will pay for any item, collection or set is £1,000.

**3** **Your money** up to £1,000.

## Where they are covered

**1** Whilst in **your home**, and anywhere in the world in **your** custody or control.

But the most **we** will pay for any one claim caused by theft or attempted theft from an unattended motor vehicle is £2,000.

## What is NOT covered

**1** The first £100 of each incident of loss or damage unless otherwise stated in **your Statement of Insurance**.

**2** Contact lenses.

**3** Shortages of **money** due to clerical or accounting errors and/or omissions.

## What they are covered against

- 1 Accidental loss or ***accidental damage*** (in addition to causes 1 to 8 covered under Section 1).

## What is NOT covered

**BUT NOT** any loss or damage shown as not insured under causes 1 to 8 of Section 1 of this policy.

**OR** sports equipment and portable musical instruments which are damaged while in use.

**OR** remote-controlled or battery-powered models or toys which are damaged whilst in use.

**OR** damage caused by or arising from:

- 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;
- faulty design or workmanship or using faulty materials; or
- mechanical or electrical breakdowns or failure.

**OR** theft of unattended pedal cycle(s) unless the bicycle is kept in a locked building or attached by a security device between the cycle frame or back wheel to a permanently fixed structure or a cycle rack which is secured to a motor vehicle.

**OR** loss or damage caused by or arising from the erasure or distortion of information on computer equipment.

**OR** loss or damage caused by theft or attempted theft from unattended motor vehicles unless in a locked covered boot or glove compartment and there is evidence that forcible and violent entry took place.

# Section 3a – Accidental loss or damage cover for specified valuables and personal belongings (optional)

Your **Statement of Insurance** will show if **you** have cover under this section and the amount insured for each specified item.

What is covered	What is NOT covered
<p>1 Items specified in <b>your Statement of Insurance</b> up to their <b>insured value</b>.</p>	<p>The first £100 of each incident of loss or damage unless otherwise stated in <b>your Statement of Insurance</b>.</p> <p><b>Valuables</b> and <b>personal belongings</b> in the custody or control of any member of <b>your</b> family whilst they are living away from the <b>home</b> in Halls of Residence or any other term-time student accommodation.</p>
<p>Where they are covered</p> <p>1 Whilst in <b>your home</b> and anywhere in the world in <b>your</b> custody or control.</p> <p>But the most <b>we</b> will pay for any one claim caused by theft or attempted theft from an unattended motor vehicle is £2,000.</p>	

## What they are covered against

- 1 Accidental loss or **accidental damage** (in addition to causes 1 to 8 covered under Section 1).

## What is NOT covered

**BUT NOT** any loss or damage shown as not insured under causes 1 to 8 of Section 1 of this policy.

**OR** sports equipment and portable musical instruments which are damaged while in use.

**OR** remote-controlled or battery-powered models or toys which are damaged whilst in use.

**OR** damage caused by or arising from:

- 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;
- faulty design or workmanship or using faulty materials; or
- mechanical or electrical breakdowns or failure.

**OR** theft of unattended pedal cycle(s) unless the bicycle is kept in a locked building or attached by a security device between the cycle frame or back wheel to a permanently fixed structure or a cycle rack which is secured to a motor vehicle.

**OR** loss or damage caused by or arising from the erasure or distortion of information on computer equipment.

**OR** loss or damage caused by theft or attempted theft from unattended motor vehicles unless in a locked covered boot or glove compartment and there is evidence that forcible and violent entry took place.

# Section 4 – Buildings cover

Your **Statement of Insurance** will show if **you** have cover under this section.

## What is insured

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

## What it is covered 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.
- 2 Theft or attempted theft.
- 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 £10,000 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.

## What is NOT covered

- 1 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.

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

- 2 The first £1,000 of each incident of loss or damage in the event of **subsidence**, **heave** or **landslip**.
- 3 Fees which **you** incur:
  - for preparing **your** claim; or
  - without **our** permission.

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

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

**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**.

## What it is covered against

### 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.
- 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.

### 5 **Subsidence** or **heave** of the site on which the **building** stands or **landslip**.

## What is NOT covered

**BUT NOT** loss or damage caused by **your** pets.

**BUT NOT** loss or damage caused by lopping, topping or felling of trees on **your property**.

**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**.

## What it is covered against

- 6 Malicious acts or vandalism.
- 7 Riot, civil commotion, strikes, labour or political disturbances.
- 8 **Accidental damage** to cables, underground pipes or underground tanks servicing the **property** for which **you** are legally responsible. 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>.
- 9 Any other accidental loss or **accidental damage** to **your building**.

## What is NOT covered

**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**.

**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 **property** 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 of this section.

## What is covered

### We also provide the following additional benefits:

10 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.

11 If **your home** cannot be lived in because of causes 1 to 9 of this section **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 £50,000.

12 Lock replacement

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.

13 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.

## What is NOT covered

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

**BUT NOT** if **you** have cover under Section 1 – Contents or cover under a more specific policy

## What is covered

- 14** 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.
- 15** **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 £1,000.
- 16** **We** will pay for damage to **your** trees, shrubs, plants and lawn caused by fire, ambulance or police services while attending an emergency at **your home**. The most **we** will pay for any one claim is £1,000.
- 17** Garden Cover  
**We** will pay up to £1,000 in total for loss or damage to hedges, lawns, trees, shrubs and plants that **you** own, which are outside the **building** but within the boundaries of the **property**, as a result of causes 1-8 of Section 4.

## What is NOT covered

**BUT NOT** if **you** have cover under Section 1 – Contents or cover under a more specific policy.  
**OR** loss or damage not insured under causes 1-8 of Section 4.

# 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** during the period of insurance which result in:

- death, physical injury or illness to 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.

### 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:

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

#### **BUT NOT** Liability for:

- Any building previously owned by a domestic employee.

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.

## What is not covered

### **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 death, disease 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 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.

### **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 death, disease 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.

# Section 5 – Home Legal Expenses cover

Your **Statement of Insurance** will show if **you** have cover under this section.

## Online Legal Documents

### What are they?

You have access to a range of free professional legal documents and pre-prepared letters, such as making a will, contesting bank charges or complaining about a product, service or person. Our documents ask you a series of easy-to-answer questions each with helpful explanations and often, examples. Based on your responses, our online tool drafts and tailors the required clauses to create a document suitable for your circumstances. Once you have prepared the document you can send it to our legal experts who will check and approve the document, ensuring it is legally correct before returning the document ready for you to print, sign and use. There are no set restrictions to the number of times you can access and use the legal document templates however we reserve the right to withdraw the service for a particular user if in our opinion we consider it is being misused and/or abused. We reserve the right to withdraw the service from you or generally at any time without notice.

### How do I access them?

Go to [theAA.com/legal-documents](http://theAA.com/legal-documents) and register using your AA Home Insurance Plus policy number.

(You will need to wait 48 hours after purchasing this cover before your Home Legal Expenses policy number is effective). For technical support, please call 0330 053 0114 or email [support@aalegaldocuments.co.uk](mailto:support@aalegaldocuments.co.uk) (Mon to Friday 8am-6pm).

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## Help and Advice

**Legal Advice Helpline**      **0161 428 7039**

To make a legal expenses claim and for general legal advice for areas covered within your legal expenses policy, 24 hours a day, 365 days a year.

**Online Legal Documents**      **[theAA.com/legal-documents](http://theAA.com/legal-documents)**

Free access to a range of professional legal documents that can be adapted to meet your needs and reviewed by legal experts.

# AA Home Legal Expenses cover

## About your AA Home Legal Expense policy

Your Home Legal Expenses cover has been arranged by and the claims service will be administered by the Automobile Association Insurance Services Limited, an insurance intermediary, authorised and regulated by the Financial Conduct Authority, Registered Office: Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA. Registered in England number 2414212.

Home Legal Expenses is underwritten by Acromas Insurance Company Limited, 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). Acromas Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar. Acromas Insurance Company Limited is a member of the Association of British Insurers.

Acromas Insurance Company Limited have agreed to insure you for the cost of claims under this policy subject to the terms, conditions, and exclusions in or endorsed on the policy wording during any period of insurance for which you have paid or agreed to pay the policy premium. This wording clearly sets out the details of your insurance cover. We have relied on the information and statements you gave when agreeing to provide cover. This information and statements together with this policy wording and statement of insurance from your insurance policy must be read together as one document. Please read it carefully to make sure it meets your needs. Remember to check the exclusions and restrictions under each section and those that apply to the whole policy.

## Definitions – These apply to Home Legal Expenses cover only.

<b>AAISL</b>	Automobile Association Insurance Services Limited.
<b>Appointed representative</b>	A solicitor, lawyer or appropriately qualified person, firm or company, including <b>us</b> , instructed in accordance with Home Legal Expenses Condition 2 (Representation).
<b>Date of incident</b>	<ul style="list-style-type: none"><li>■ The date of the event; or</li><li>■ the date of the first event where there is more than one event arising from the same cause; or</li><li>■ the date on which the cause of action arises where this relates to the purchase of <b>your home</b>; or</li><li>■ for a <b>full enquiry</b>, the date when Her Majesty's Revenue &amp; Customs first notifies <b>you</b> in writing of its intention to make enquiries;</li></ul> <p>which may lead to a claim under <b>your</b> policy.</p>
<b>Disbursements</b>	Money spent by the <b>appointed representative</b> to manage <b>your</b> claim, but not including the <b>appointed representatives</b> own fees.
<b>Full enquiry</b>	A full examination opened by Her Majesty's Revenue & Customs which comprises all aspects of <b>your</b> self assessment tax return. This does not include enquiries that are limited to specific aspects of <b>your</b> self assessment tax return.
<b>Group actions</b>	Actions involving individuals not named on the <b>Statement of Insurance</b> who may benefit from any work undertaken by an <b>appointed representative</b> under this policy will not be covered.

## Definitions continued– These apply to Home Legal Expenses cover only

<b>Home</b>	The house, bungalow, flat or maisonette shown in <b>your Statement of Insurance</b> . Domestic garages belonging to the <b>property</b> . Outbuildings if they form part of the <b>property</b> .
<b>Inquiry</b>	An inquest held in a Coroner's Court into your death; a police investigation into an allegation made about <b>you</b> which may lead to <b>you</b> being prosecuted in a magistrates or crown court; civil action being taken against <b>you</b> under sections 168 and 169 of the Data Protection Act 2018; or civil action being taken against <b>you</b> for unlawful discrimination
<b>Legal claim</b>	Preparing work for negotiating or defending <b>your</b> legal rights in a civil court, tribunal or arbitration in the <b>territory</b> , including negotiating a settlement and any hearings.
<b>Legal costs</b>	All properly incurred and proportionate <b>disbursements</b> , fees and expenses charged by the <b>appointed representative</b> , or incurred under any fixed recoverable costs scheme, whichever is the lesser. <b>You</b> are not covered for: <ul style="list-style-type: none"><li>■ any damages, fines or penalties <b>you</b> have to pay;</li><li>■ the cost of any Damage Based Agreement, or Conditional Fee Agreement, that you choose to enter with <b>your appointed representative</b>; or</li><li>■ the cost of any After The Event insurance policy that <b>you</b> choose to enter with <b>your appointed representative</b>.</li></ul> Action to be taken in a court or tribunal when efforts to settle <b>your</b> claim by way of negotiation have failed.
<b>Legal proceedings</b>	Action to be taken in a court or tribunal when efforts to settle <b>your</b> claim by way of negotiation have failed.
<b>Policyholder</b>	The person(s) named in <b>your Statement of Insurance</b> .
<b>Property</b>	<b>Your home</b> and the land within its boundaries, for which <b>you</b> are legally responsible. The <b>property</b> must all be at the address shown in <b>your Statement of Insurance</b> .
<b>Reasonable prospects</b>	Where <b>we</b> consider there is a 51% and above chance of succeeding with <b>your</b> claim and enforcing any award and that it would be reasonable to advise any private paying client in the same circumstances to pursue the claim.
<b>Statement of Insurance</b>	The document, which provides a record of <b>your</b> insurance. <b>Your Statement of Insurance</b> is part of this policy and must be read in conjunction with <b>your</b> policy booklet. <b>You</b> are not covered for any damages, fines or penalties <b>you</b> have to pay.
<b>Territory</b>	Gibraltar and the United Kingdom meaning England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Vehicle</b>	Any mechanically propelled motor <b>vehicle</b> (including scooters), aircraft or vessel.
<b>We, our, us</b>	Acromas Insurance Company Limited.
<b>You, your</b>	The <b>policyholder</b> and their spouse/domestic partner and any other relative, (including adopted and foster children), who permanently live in <b>your home</b> .

# How to make a claim

If an event happens for which **you** require legal advice, please contact **our** 24-hour legal helpline on **0161 428 7039**, on any personal legal matter covered under this policy.

If **you** wish to make a claim call **us** as soon as possible on **our** 24-hour legal helpline so that **our** legal team can advise **you** of the next steps.

**We** will arrange legal representation for **you** where appropriate.

If **you** want to make a claim under **your** Home Legal Expenses policy, **you** will need to complete **our** legal expenses claim form, providing full details in writing, so that **our** legal experts can review the information provided and determine whether the event is covered and **reasonable prospects** apply.

A **Legal claim** will only be considered once a fully completed legal expenses claim form has been received by **us**.

To obtain **our** legal expenses claim form please call **us** on **0161 428 7039** or write to **us** at:

AA Home Insurance Legal Services  
Lambert House  
Stockport Road  
Cheadle  
Cheshire  
SK8 2DY

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

# AA Home Legal Expenses cover

**We** cover the following:

- access to a 24-hour legal helpline **0161 428 7039**, which provides initial advice on any personal legal matter covered under this policy;
- an **appointed representative** arranged by **us**; and
- up to £100,000 (including VAT) of **legal costs** under this policy.

**We** do not cover the following:

- where the amount in dispute is less than £250; or
- more than £100,000 (including VAT) of **legal costs** for all claims that arise from the same **date of incident**.

## What is covered

### 1 Death, personal injury and clinical negligence

**We** cover the following:

We will cover **legal costs** for **you**, or in the event of **your** death for **your** personal legal representatives, for pursuing a **legal claim** that arise from an event, which causes death or bodily injury to **you**.

### 2 Contract Disputes

**Legal costs** for defending or pursuing a **legal claim** arising from a dispute over:

- **you** buying, hiring or leasing any personal goods or services;
- **you** selling any personal goods; or
- **you** buying or selling **your property** including freehold and leasehold disputes.

## What is NOT covered

### BUT NOT

Any claim relating to:

- illness or injury not caused by a sudden or specific accident or that happens gradually;
- illness or injury caused by industrial disease; or
- defence of **your** legal rights, other than defence of a counter-claim

### BUT NOT

- any contracts or agreements which **you** made before the commencement of this Legal Expenses policy;
- any breach of a contract or agreement if there has been any break in the continuous cover under this Legal Expenses policy from the date the contract or agreement was made;
- work and/or advice by a builder or contractor given to **you** about the specification, design, planning, building or structural change in or on **your property** where the contract value is over £20,000 including VAT;
- any disputes relating to buildings or land which is not shown as **your property**;
- subsidence, ground heave or landslip, mining or quarrying;
- any loan, borrowing, stocks, shares, debentures, funds, pensions, mortgages, trusts of any kind or other investments;
- disputes about shareholding or partnerships;
- disputes between a landlord and a tenant; or
- a contract entered into by or on behalf of **you** buying, selling or renting non domesticated animals and livestock.

## What is covered

### 3 Protection of *Property*

- Legal costs** for pursuing a **legal claim** and/or arrangement of mediation for a dispute relating to **your property** which **you** own or is **your** responsibility:
- following an event which causes or could cause physical damage to **your property**; or
  - following a public or private nuisance or trespass; including squatters.

### 4 Employment

- Legal costs** for pursuing or defending a **legal claim** arising from a dispute with **your** employer as an employee under **your** contract of employment.

### 5 Tax protection

- We** will represent **you** in any appeal proceedings following a **full enquiry** into **your** tax affairs.

## What is NOT covered

### BUT NOT

- a contract entered into by **you**;
- any disagreement over the position, location, movement or existence of the boundaries of **your property**;
- any buildings or land not shown as **your property**;
- any public or private planning matter;
- the compulsory purchase of, or restrictions or controls placed on **your property** by any government, local or public authority;
- the actual, planned or proposed construction, closure, demolition, adoption or repair of buildings, housing, roads or bridges by any government, local or public authority;
- any work by order of any government, local or public authority;
- mining subsidence; or
- defending any dispute other than defending a counter claim.

### BUT NOT

Any claim relating to:

- personal injury claims involving stress;
- the Equal Pay Act 1970 (or amending laws);
- travelling expenses, allowances or compensation payments for being off work;
- you acting in a self-employed capacity; or
- any disciplinary procedures brought against **you** by **your** employer, or any internal grievances brought by **you**.

### BUT NOT

Any claim relating to **your** tax affairs as part of:

- an enquiry into a sole-trader's, business partnership's or firm's related tax affairs or any tax affairs related to a company;
- investigations conducted by the Civil Investigation of Fraud team, the Special Civil Investigations team or the Criminal Taxes Unit; or
- any investigations relating to **you** deliberately under-declaring **your** taxable income.

## **what is covered**

### **6 Defence of *your* legal rights**

Legal defence if an event arises from **your** work as an employee, which leads to:

- **you** being prosecuted in a Magistrates or Crown Court;
- civil action being taken against **you** under sections 168 and 169 of the Data Protection Act 2018; or
- civil action being taken against **you** for unlawful discrimination.

## **What is NOT covered**

### **BUT NOT**

- parking or obstruction offences;
- claims against **you** as a Director or Officer of any company.

# AA Home Legal Expenses exclusions

**You** should read these exclusions carefully together with the AA Home Legal Expenses general conditions.

The general conditions and general exclusions of **your** AA Home Insurance Plus policy also apply to **your** AA Home Legal Expenses cover and should be read carefully.

**We** do not cover the following:

- 1 **Legal costs** for a **legal claim** arising from
  - a) where the **date of incident** arose prior to the commencement of this AA Home Legal Expenses policy;
  - b) where the relevant period for bringing a claim has passed;
  - c) an appeal where **you** did not claim originally under this policy and were not represented by **us**;
  - d) any request to appeal advised to **us** less than six working days before the deadline to appeal ends;
  - e) any enforcement action relating to a claim not originally covered under this policy and where **you** were not represented by **us**; or
  - f) any additional **legal costs** incurred by any representative beyond those **we** would normally pay under AA Home Legal Expenses cover condition 2 - Representation.
- 2 Any claim relating to:
  - a) any **legal costs** which **you** incur before **we** have accepted **your** claim;
  - b) any incident that occurs outside of the **territory**;
  - c) any incident governed by law outside of the **territory**;
  - d) **group actions**;
  - e) where the amount in dispute is less than £250;
  - f) any amount which **you** cannot recover from another insurance policy because an insurer refuses or reduces the claim;
  - g) any disagreement over a contract of insurance which relates only to the amount of **your** claim;
  - h) a deliberate or criminal act or omission or criminal prosecution of **you** or any proceedings in a court of criminal jurisdiction;
  - i) judicial reviews;
  - j) **your** affairs if they are in the hands of an insolvency practitioner by court order or by agreement with **your** creditors;
  - k) any business, profession or trade or any venture for gain including letting the **property**;
  - l) damages, fines or penalties **you** have to pay;
  - m) a **vehicle** **you** are buying, financing, selling, hiring or is owned by **you** or for which **you** are responsible or **you** are driving, operating, controlling, using or repairing. **You** are covered as a passenger in a **vehicle** that is not owned or driven by **you**;

- n) the annulment of ***your*** marriage, divorce, judicial separation, living together, maintenance, custody access, financial arrangements, ancillary relief (dividing money and ***property*** following divorce), residence orders, contact orders, specific issue orders, prohibitive steps orders, adoption or other family law matter;
- o) wills or probate;
- p) libel, defamation or slander;
- q) patents, copyright, design rights, trade marks, service marks, character or merchandise marks or any other form of intellectual ***property***;
- r) secrecy, confidentiality agreements or computer software or data protection;
- s) any event resulting in suspension of membership or expulsion from a club or society;
- t) professional negligence of any solicitor, lawyer or appropriately qualified person, firm or company acting on ***your*** behalf where the original matter, for which they were instructed would have not been covered under the policy;
- u) professional negligence of any solicitor, lawyer or appropriately qualified person, firm or company acting on ***your*** behalf where the original matter, for which they were instructed is not covered under this policy;
- v) where ***your*** opponent is also insured under this policy;
- w) any disputes with ***us*** or an AA Group Company;
- x) any referral to the European Court.

# General conditions applicable to AA Home Legal Expenses cover

**You** should read these conditions carefully together with the AA Home Legal Expenses exclusions.

The general conditions and general exclusions of **your** AA Home Insurance Plus policy also apply to **your** AA Home Legal Expenses cover and these should also be read carefully.

Please also refer to 'How to make a claim'.

## 1 Claims

**You** must:

- a) contact **us** as soon as possible after anything happens which may lead to a **legal claim**;
- b) have submitted a completed legal expenses claim form within 180 days of the **date of incident** which **you** may claim for under this policy. If **you** submit **your** legal expenses claim form outside of this period **we** will not pay for any **legal costs** incurred as a result of **your** delay. A **Legal claim** will only be considered once a fully completed legal expenses claim form has been received by **us**. For information, please refer to 'How to make a claim';
- c) make every effort to provide all documents and/or any information requested by **us** or **your appointed representative** in a timely manner so as not to prejudice **your** case or incur unnecessary costs;
- d) do everything **you** can to keep **legal costs** as low as possible or avoid **legal proceedings**;
- e) consider with **us** and/or **your appointed representative** all approaches to settle the dispute without **legal proceedings**;
- f) co-operate with **us** and **your appointed representative** and give proper instructions to **us** or to the **appointed representative**, including full and correct information;
- g) tell **your appointed representative**, as quickly as possible about any notification of commenced **legal proceedings** (claims forms, summons), likely prosecution or other communication **you** receive to do with the claim;
- h) send **your appointed representative** all the information or documents they require to support **your** claim at **your** own expense;
- i) tell **us** and/or **your appointed representative** about any offer to settle the claim or any payment made into court;
- j) provide all necessary assistance to **your appointed representative** to handle the claim and keep **us** up to date with the progress of **your** claim;
- k) go to any meetings if **you** are asked to do so which are relevant to the **legal claim**;
- l) send **us** all bills for **legal costs** from **your appointed representative** as quickly as possible after **you** receive them;
- m) if **we** ask, send the **appointed representative's** bill to either an appointed law costs draughtsman or to court or the appropriate local Law Society to be taxed or certified; and
- n) pay **us** any **legal costs** **you** may recover.

**You** must NOT:

- a) admit any responsibility, deny any claim, negotiate or make an offer or promise to pay or do anything which may harm **your** claim without **our** written permission;
- b) agree to any offer of settlement without **our** written permission;
- c) act differently from the way **your appointed representative** has agreed to proceed;

d) refuse to comply with court rules.

What **we** will do

- a) **we** will review the fully completed legal expenses claim form and consider in its entirety, the total value of the claim, the complexity of the issues, the importance of the issue, the financial positions of the parties involved and the **legal costs** involved;
- b) if there are **reasonable prospects** of pursuing **your** claim and of enforcing any judgment or award **we** will advise **you** of the most suitable action; and
- c) the most **we** will cover for a **legal claim** for any one claim or series of claims arising from the date of the incident, including **your** opponent's costs is £50,000 of **legal costs** (including VAT).

## 2 Representation

If **your legal claim** has **reasonable prospects** **we** will choose an **appointed representative** to act on **your** behalf. The arrangement **we** have with **our appointed representatives** does not restrict their independence and **you** will at all times receive the best advice for **you**.

**You** may choose another representative if there is a conflict of interest with a representative appointed by **us** or there is an inquiry or legal proceedings are about to be commenced

If **you** do exercise **your** right to choose another representative:

- a) the representative **you** choose will become the **appointed representative**;
- b) **you** must notify **us** as soon as possible of the name, address and contact details of the **appointed representative**;
- c) **you** will be required to ensure that the **appointed representative** complies as appropriate with the terms of this policy on **your** behalf by:
  - i) keeping **us** updated regularly with the progress of **your** legal claim;
  - ii) keeping **us** informed regularly of **legal costs** incurred;
  - iii) informing **us** of any settlement offers made to or by **you**; and
  - iv) keeping **us** regularly updated and informed of other things regarding the conduct of **your legal claim** which may lead to an outcome or a cost that is not anticipated at the commencement of **your legal claim**.

With **your** prior agreement **we** will be entitled to contact **your appointed representative** to discuss, and if possible agree, the rates that will be paid by **us** to the **appointed representative** for acting on **your** behalf.

The amount that **we** will pay in respect of **legal costs** (meaning those properly incurred and proportionate fees and expenses charged by the **appointed representative**) shall not in any circumstances exceed hourly rates in line with those published in the Senior Courts Cost Office Guide for Summary Assessments of Costs which **your appointed representative** will have readily available and which **you** should ask to see. The rate applicable will be the guideline rate at the time the work was conducted, for the location in which **your appointed representative** carries on business or on **your home** address (whichever is the lower) and for the grade of fee earner which is appropriate for the nature or complexity of the case or task being performed.

If **your appointed representative** refuses to accept the guideline rates **you** will be liable to pay the **appointed representative** any difference between what **we** pay and the amount sought by the **appointed representative**.

### **3 Using the appointed representative**

- a) **we** will be able to talk to the **appointed representative** at all times and get any information, report, document, correspondence or advice to do with a claim from them. However, if the **appointed representative** considers **your** interest would be affected by giving any documents or information to **us**, **we** will not see them. **You** must give the **appointed representative** instructions for this purpose.
- b) **we** must be advised as quickly as possible if there is no longer **reasonable prospects** and no further **legal costs** should be incurred without **our** consent.

If **you** withdraw from **legal claim**

- c) the **appointed representative** will act for **you** during **your** claim. If, at any stage, **you** intend to withdraw instructions please contact **us** as soon as possible in order for **us** to consider **your** intention and its potential result.

If the **appointed representative** withdraws from a **legal claim**

- d) If the **appointed representative** refuses to act for **you**, **you** must tell **us** immediately. If this is for reasons related to the **reasonable prospects** of **your** claim or other reason relating to **your** entitlement to cover under this policy, **you** must tell **us** and give the **appointed representative** permission to share those reasons with **us**. If, after reviewing the information, any new representative confirms that **you** have otherwise complied with the policy conditions, **you** will be entitled to appoint a new **appointed representative** in accordance with Condition 2 – Representation.

### **4 Our rights**

**We** are entitled to:

- a) take legal action at **our** expense and for **our** benefit, but in **your** name, to recover any payment **we** have made under this policy;
- b) receive from **you** any information **we** may need;
- c) liaise with the **appointed representative** and receive any information or documents relevant to **your** claim;
- d) get the **appointed representative's** opinion on the chances of **your** case succeeding and any judgment being enforced; and
- e) decide not to commence or to terminate a **legal claim** at any time and pay **you** up to or equal to the amount that **you** are claiming for or the amount being claimed against **you**.

### **5 Withdrawal of assistance by us**

**We** may at any time withdraw **our** support for **your** claim:

- a) if **we** or the **appointed representative** decide that there are no longer **reasonable prospects** for success or enforcement of any judgment or potential judgment are insufficient to justify **our** continuing support;
- b) if **we** or the **appointed representative** feel that **your** interests are better served by other means;
- c) following **your** refusal to accept any settlement of **your** claim recommended by **us** or **your legal representative**;
- d) if **you** act in a way which may prejudice the settlement of **your** claim; or
- e) if **you** fail to co-operate with **us** or the **appointed representative** or fail to follow their advice.

In that case, **we** will write and explain **our** reasons for withdrawing support and in the event of **you** acting in a manner prejudicial to **your** claim or failing to co-operate as stated above, **we** reserve the right not to meet any further **legal costs** or expenses incurred and to seek reimbursement from **you** of all costs paid under the policy. If **you** or **we** disagree, **we** can both refer the matter to arbitration according to Home Legal Expenses Condition 9 (Arbitration).

## **6 Recovery of payments made**

The payment of claims is dependent on:

- a) **your** recognition of **our** right to take proceedings in **your** name, but at **our** expense;
- b) **you** providing all necessary assistance to **us** and to **your appointed representative** to enable **us** to recover for **our** benefit the amount of any payments under this policy; and
- c) where a person is ordered or agrees to pay **your legal costs** and expenses, and compensation, either in full or by instalments, these instalments will be paid to **us** until **we** have recovered the total amount that the other person was ordered or agreed to pay by way of **legal costs** and expenses charges.

## **7 Appointed representatives' costs, witness costs and other expenses**

**We** will not pay any costs and/or expenses:

- a) which **you** or **your** representative incur before **we** have accepted **your** claim;
- b) which **you** or **your** representative incur without **our** written permission or which are higher than the amounts **we** have agreed to;
- c) as a result of **your** failing to provide instructions or information to the **appointed representatives**; or
- d) as a result of **you** acting against **your appointed representative's** advice or in a way which may prejudice the settlement of the claim.

If **you** or **we** disagree about any costs under 7 c) or d) above, we can both refer the matter to arbitration according to Home Legal Expenses Condition 9 (Arbitration).

## **8 Other insurance**

If **you** have any other insurance covering anything insured by this policy, **we** will pay only **our** share of any claim.

## **9 Arbitration**

This policy wording advises when a dispute between **you** and **us** may be referred to an arbitrator.

Should arbitration be required, the matter may be referred to an arbitrator who will be a solicitor or barrister who **you** and **we** agree on in writing. If **we** cannot agree, the President of the local Law Society or the Bar Council will decide on an arbitrator. The decision of the arbitrator will be final and binding and he or she will decide who should pay the costs of the arbitration and resolving the disagreement. If costs are awarded against **you**, they are not covered under this policy.

This arbitration condition does not affect **your** rights to take separate legal action.

## **10 Law applicable**

Unless **we** have agreed otherwise, this contract will be governed by the law of England and Wales and all the information and terms regarding this contract are provided in the English language only.

# Section 6 – Home Emergency Response

**Your Statement of Insurance** will show if **you** have cover under this section.

## The companies who arrange and provide your cover.

Your AA Home Emergency Response has been arranged by the Automobile Association Insurance Services Limited (AAISL), which is an insurance intermediary, authorised and regulated by the Financial Conduct Authority. Registered Office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA. Registered in England number 2414212.

The AA Home Emergency Response cover service will be handled and delivered by AXA Assistance (UK) Limited.

This policy is underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

The cover set out in this policy is designed to cover home emergencies only and offers 24 hour assistance in making your home safe, secure and habitable after an insured event.

This policy is not designed to replace your buildings and contents insurance policies and will not provide assistance for normal day to day home maintenance.

## AA Home Emergency Response line

Call **0330 053 0395** for emergency repairs to your home.

## Keeping your policy up to date

### Change of address

You will need to notify us as quickly as possible if any of your personal or insurance details change.

Examples of the changes you should tell us about are:

- change to your address or the address of the property that cover has been arranged for;
- change to your name
- if you make changes to your home resulting in an increased number of bedrooms;

You will not be covered if the information we hold is not accurate or complete.

# If you need to make a claim and helplines

## Reporting an emergency

1. Please contact AXA Assistance as soon as you are aware of a home emergency on 0330 053 0395. SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers by sending an SMS to 07860 002 999. They may decline to attend any event which has not been reported promptly after it first occurs because such event may no longer be classified as an emergency.
2. AXA Assistance will try to find a suitable repairer. But they may not be able to do this if:
  - the weather is too bad;
  - there are industrial disputes official or otherwise;
  - the public transport system fails (including the road and railway networks and repairs to them); or
  - there are incidents outside of their control which prevent someone reaching or gaining access to the home or which makes providing the service unsafe for their repairers
3. The Home Emergency Response insurer will only pay the charges of repairers instructed by AXA Assistance. The insurer will not pay any claim unless AXA Assistance have given their agreement, or if there is no one at home when their approved repairer arrives where an agreed appointment time has been made.
4. The Home Emergency Response insurer will pay the claim subject to the terms exclusions and conditions of this Home Emergency Response policy.
5. Repairers will only attend where an adult of 18 years or over is present at the home. (Proof of identity may be required).
6. AXA Assistance may provide advice over the phone of fixes to try yourself to resolve an emergency immediately before they attend.

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

## AA Home Emergency Response

We have put this wording together to clearly set out the details of your insurance cover.

Please read it carefully, as well as your **Statement of Insurance**, to make sure they meet your needs.

Remember to check the exclusions and restrictions that apply to your cover as well as the general exclusions and exclusions which apply to the whole policy.

# Meaning of words

Certain words have specific meanings in relation to **your** Home Emergency Response cover. These replace those words defined on pages 6-7. To help you identify these we've printed them in ***bold italics*** in **your** policy details.

<b>AA Insurance Services</b>	Automobile Association Insurance Services Limited.
<b>Domestic electrical system</b>	The internal permanent 240 volt electrical supply system providing power to <b>your home</b> from the point where it leaves the mains electricity meter. This includes all fuse boxes, wall sockets, light switches and light sockets.
<b>Emergency</b>	A sudden unexpected event which in the <b>insurer's</b> opinion requires immediate action to: a) prevent damage or further damage to <b>your home</b> ; or b) make <b>your home</b> safe or secure or habitable.
<b>Engineer/Repairer</b>	The person providing the services.
<b>Home</b>	The private dwelling (excluding detached outbuildings and garages, sheds and communal areas) shown in the <b>Statement of Insurance</b> and occupied by <b>you</b> , <b>your</b> immediate family, any lodger so long as <b>you</b> are also resident in the <b>home</b> . The <b>home</b> must be a single self-contained unit with its own front door and built of brick, stone or concrete. If operated or left connected to a gas supply, is an immediate danger to life or property.
<b>Immediately dangerous</b>	
<b>Insurer</b>	Inter Partner Assistance S.A. UK Branch, which is part of the AXA Group.
<b>Insured event(s)</b>	An incident giving rise to a valid claim under this policy.
<b>Partial failure</b>	Fault which affects parts of <b>your home</b> rather than throughout the <b>property</b> .
<b>Period of insurance</b>	The period for which the <b>insurer</b> has agreed to cover <b>you</b> and for which <b>you</b> have paid the required premium as shown in <b>your Statement of Insurance</b> .
<b>Policyholder</b>	The person named in the <b>Statement of Insurance</b> .
<b>Property</b>	The <b>home</b> and land within its boundary excluding any shared or communal areas.
<b>Statement of Insurance</b>	The document which gives details of <b>you</b> , the <b>insurer</b> , <b>your home</b> and <b>your</b> cover.
<b>You, your</b>	
<b>Water supply pipe(s)</b>	The <b>policyholder</b> , their spouse or partner living in the <b>home</b> . The main pipe from and including the main stopcock from <b>your home</b> up to where it is connected to the public or shared water supply pipe within the boundary of <b>your property</b> provided <b>you</b> have sole responsibility for this pipe. Inter Partner AssistanceS.A. UK Branch, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and/or its AXA Assistance (UK) Limited, of the same address. AXA Assistance (UK) Limited will arrange for <b>you</b> to receive the <b>emergency</b> services described in this Policy using authorised <b>engineer/repairers</b> .
<b>We / us / our</b>	
service provider	
<b>You, your</b>	The <b>policyholder</b> , their spouse or partner living in the <b>home</b> .

# AA Home Emergency Response

## What is covered

### Your Limits and Cover applying to this section

24 hour assistance, 365 days a year for **emergency** repairs to **your home**.

The **insurer** will organise and pay up to £5,000 per **period of insurance**, including VAT for call out, labour, parts and materials to carry out an **emergency** repair.

### 1. Plumbing

An **emergency** relating to:

- a) The internal hot and cold water pipes between the main internal stopcock and the internal taps.
- b) The cold water storage tank.
- c) Failure of the toilet to function where it is the only toilet in **your home you** can use.
- d) A leak which cannot be contained from:
  - **your** toilet cistern;
  - shower fixtures and fittings which cannot be controlled;
  - the internal section of the overflow pipe; or
  - **your** central heating water pipes.

## What is NOT covered

Any **excess** shown on your **Statement of Insurance**

General exclusions can be found on pages 52-53.

## BUT NOT

- 1) Sections of pipe which are shared
- 2) Frozen pipes that have not resulted in confirmed damage.
- 3) Damage to rainwater pipes and guttering.
- 4) Damage to water pipes to or from and in detached outbuildings, fountains, swimming pools, ponds, other decorative garden features, garden taps, treatment plants, roofs, or other external property.
- 5) Refilling the heating system with additives such as corrosion inhibitor.
- 6) Repair or replacement of cylinders, mains cold water stopcock, steel or asbestos water tanks, immersion heaters, heating controls, water circulating and pressure pumps, radiators, radiator valves, steel pipes, shower units and fittings, trays or enclosures and associated pumps, and heated towel rails, washers or taps, Saniflow systems and sanitary ware and associated pumps.
- 7) A leaking central heating radiator where **you** are able to turn off the radiator and stop the leak.

## What is covered

### 2. Drainage

An **emergency** relating to:

The blockage to the waste pipe or drains within the boundaries of **your property** where the flow is being prevented.

Restoring flow of waste pipes and drains, using conventional methods such as rodding and jetting to overcome the emergency, up to the boundary of **your property** where **you** are solely responsible for this.

### 3. Internal electrics

An **emergency** relating to:

the complete failure of all internal lighting and/or all power sockets within **your home**.

### 4. Windows

An **emergency** relating to:

broken and cracked window(s) which result in **you** being unable to secure **your home**.

**We** will board up the window(s) to secure **your home** and resolve the immediate **emergency**.

## What is NOT covered

### BUT NOT

- 1) Repair or replacement of:
  - soakaways, cesspits, treatment plants and their overflow pipes
  - Saniflow systems or sanitary ware and associated pumps,
  - shower trays or enclosures, or
  - down pipes or guttering attached to the exterior of **your home**.
- 2) Vacuum drainage systems or the cost of draining down where no appropriate drainage facility is available.
- 3) Claims relating to blockages which are found to be in external pipes that are outside the boundaries of **your property**.
- 4) Pipes that are shared.
- 5) Repairs to damage caused by collapsed drains or tree roots.
- 6) Digging, and investigatory work using cameras.

### BUT NOT

- 1) **Partial failure** of the electrical supply within the **home** (for example a single socket not working or no lighting in one room of **your home**).
- 2) Repair or replacement of:
  - electrical appliances
  - spotlights and decorative floorlights
  - security systems
  - external fitting such as TV aerials and satellite dishes
- 3) Failure of electrical supply to the exterior of **your home**.
- 4) Upgrade or enhancement to internal electrical wiring systems.

### BUT NOT

- 1) Replacement of the glass in the window(s).
- 2) Damage to windows that are over 2 storeys high or shared/communal and are not part of **your home**.
- 3) Window(s) which have been subject to criminal damage when this has not been reported to the police and a crime reference number obtained.

## What is covered

### 5. Key and locks

An **emergency** relating to:

- a) An external door which results in **you** or **your** tenant having no access to **your home**, and there is no other access available, or **you** are unable to secure **your home** due to:
  - lost, stolen or damaged keys;
  - the failure of the lock mechanism or
  - damage to locks or the door caused by vandalism, theft or attempted theft

### 6. Wasps and Hornets

Removal of wasps and hornets from **your home** where evidence of an infestation has been found within, or attached to the main structure of, **your home**.

### 7. Water supply pipes

An **emergency** involving:

The leakage, collapse or blockage of the mains water supply pipe that requires immediate attention to restore the mains water supply to **your home**.

**You** must be solely responsible for the failed pipe work which must be within the boundary of **your property**.

## What is NOT covered

### BUT NOT

- 1) Claims relating to locks and/or keys for internal doors, outbuildings, sheds, garages or communal doors that are not part of **your home**.
- 2) Replacement of damaged keys where another key or set of keys is available or **you** have other means of access to the **home**.
- 3) Claims for lost or stolen keys or criminal damage where a crime reference number has not been obtained.
- 4) Provision of multiple duplicate keys.
- 5) Repair or replacement of complete multi-point locking mechanisms.

### BUT NOT

- 1) Removal of wasps and hornets from outside, unless attached to, **your home**.
- 2) Infestation which is known to exist prior to the start of the policy

### BUT NOT

- 1) Damage to water pipes to or from or in detached outbuildings, fountains, swimming pools, ponds, other decorative garden features, garden taps, treatment plants, , roofs or other external property.
- 2) Sections of pipe which are shared.
- 3) Frozen pipes that have not resulted in confirmed damage.

## What is covered

### 8. Internal domestic gas supply

**Any suspected gas leaks should be reported immediately to the National Gas Emergency Service on 0800 111 999.**

Following attendance by the National Gas Emergency Service, the **insurer** will pay charges to repair damage to the internal gas supply pipe between the meter and the gas appliance, which has resulted in the reported leak.

### 9. Overnight accommodation

If **your home** is uninhabitable for 48 hours or more due to an **insured event**, where **we** are providing assistance the **insurer** will reimburse overnight accommodation costs up to £150 per night (including VAT), for up to 3 nights.

The accommodation must be authorised by the **insurer** and can only be claimed for **you** and **your** immediate family.

## What is NOT covered

### BUT NOT

- 1) Any claim relating to a leak from an appliance itself.
- 2) Repair or replacement of gas appliances.
- 3) Servicing or repair of gas boiler or central heating resulting from the gas supply failure.

### BUT NOT

Any costs where pre-authorisation per night has not been given by the **insurer**.

- More than £150 (including VAT) per night.
- More than 3 nights in any **period of insurance**.

**Any suspected gas leaks should be reported immediately to the National Gas Emergency Service on 0800 111 999.**

**After which you should contact us via the Home Emergency Response helpline (0330 053 0395).**

# General exclusions applicable to Home Emergency Response cover

- 1 Any **emergency** which happens before the start of **your period of insurance**.
- 2 Any loss or damage arising from circumstances that **you** were aware of or, which existed before the start of this insurance policy.
- 3 Any cost, including the cost of parts or services, relating to work carried out by **your** own contractor unless it has been agreed by the **insurer**, prior to work commencing through the 24-hour claims number.
- 4 Any loss or damage resulting from a lack of proper maintenance.
- 5 Any incident relating to the failure of appliances, equipment or facilities which is a result of them being incorrectly installed, repaired or modified.
- 6 Any incident relating to the failure of appliances, equipment or facilities which is caused by a design fault which makes them inadequate or unfit for use.
- 7 Claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer.
- 8 The malfunction or blockage of septic tanks, cess pits or fuel tanks or blockages due to the failure to empty such items.
- 9 **We** will not cover the cost of gaining access to **your** system or appliance in order to make a repair, including where a siphon unit is in a cistern that is partially or fully concealed behind any form of wall, casing or covering, with the exception of a plumbing **emergency** where there is escape of water.
- 10 **We** will not cover the cost of gaining access to an appliance or system where the system is inaccessible due to design fault.
- 11 **We** will not cover any associated costs of making good or redecoration for any damage incurred in gaining access to **your** appliance or system.
- 12 Any damage to the fabric of the **property** and any contents, fixtures, fitting or other item of equipment, not directly causing the **emergency**.
- 13 Any claims arising out of subsidence, landslip or heave.
- 14 Damage to boundary walls, gates, hedges or fences and any damage to detached garages or outbuildings.
- 15 If the **insurer** has to dig on **your property**, they will fill in and leave ground level but will not be in a position to replace the original surface, fittings, construction or plants (including shrubs, trees and vegetables), turf and lawns.
- 16 Descaling and any work arising from hard water scale or from damage caused by excessive water or sludge resulting from corrosion.
- 17 Any claim relating to the interruption, failure or disconnection of the mains utility supplies. This includes non-payment or failure to purchase and provide sufficient supply.
- 18 Replacing or repairing any steel, lead or iron pipes.
- 19 Any repairs where asbestos is present and may be disturbed.
- 20 Any repair or replacement of domestic appliances.

- 21** Any repair or replacement of underfloor heating systems.
- 22** Any fall in market value as a result of repairs or reinstatement.
- 23** Any repair involving pipes or wires that are inaccessible because they are buried in or under concrete.
- 24** Any losses that are not directly associated with the **insured event** unless expressly stated in this policy.
- 25** Damage caused by a malicious act by **you**, or anyone else living in **your home**.
- 26** Any fixtures where its replacement is solely necessary as a result of changes in legislation or health and safety guidelines.
- 27** Any loss or damage caused by **us, our** employees, agents or sub-contractors where
- a) there is no breach of legal duty owed to **you** by **us or our** employees, agents or sub-contractors;
  - b) such loss or damage is not a foreseeable result of such a breach; or
  - c) any loss or damage, or any increase in the same, results from any breach or omission by **you**.
- 28** Any losses relating to any business Interests **you** may have including, without limitation, loss of profits, loss of opportunity or of business or losses relating to business interruption.
- 29** Any claims relating to shared facilities where **you** don't have sole responsibility.
- 30** Any cover where **you** are not the owner, occupier or private tenant of the **property**.
- 31** Any costs involved in obtaining necessary consents and authorisations (including but not limited to consent from the relevant planning authority and/or listed building consent) required for **us** to perform any repairs.
- 32** 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.
- 33** 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.
- 34** Loss, damage, liability or injury directly or indirectly caused by, contributed by 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.
- 35** 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.
- 36** **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# General conditions applicable to Home Emergency Response cover

## Calling for assistance

- 1 Cover is for **emergencies** only and does not apply in respect of any repair that is not an **emergency**.
- 2 The **insurer** is entitled to:
  - take over, defend or settle any legal action in **your** name;
  - take legal action at their expense and for their benefit, but in **your** name, to recover any payment they have made under the policy; and
  - receive from **you** any help and information they may need.
- 3 Where replacement parts are required basic standard fittings will be fitted that comply with current regulations. **We** will not pay for repairing and/or replacing any undamaged item in a matching set.
- 4 **You** or **your** representative (who must be an adult of 18 years or older) must be at the **property** when the **repairers** attend and should be able to provide proof of identity if requested.
- 5 If **you** are not the registered owner of the **property**, but are the registered **tenant**, then for cover to be valid **you** must, at the time of reporting an incident, confirm that **you** have the registered owner's consent to allow **us** or **our** representatives to deal with the **Insured Event** in the **property** **you** are renting. If these conditions are not fulfilled then **we** reserve the right not to provide service and/or cover under the terms of **your** policy.
- 6 In instructing **us** to perform any repairs, **you** warrant that **you** have obtained all necessary consents and authorisations (including but not limited to consent from the relevant planning authority and/or listed building consent) and **we** accept no liability where **you** have failed to do so. **You** will be responsible for any losses, costs or damages which **we** incur as a result of any claims against **us** for repairs carried out without the necessary consents.
- 7 While **we** seek to meet the service needs of **our** customers at all times, **our** resources are finite and this may not always be possible. **We** will aim to complete the services within the time estimates given to **you**. **We** will inform **you** of any delay as quickly as possible.
- 8 If weather conditions mean that either
  - a) it is not safe for the **engineer** to complete the services, or
  - b) the services could not be carried out to required standards, then **we** reserve the right to rearrange an appointment. In these situations, **you** will be given as much notice as possible.

## **Fraud, misrepresentation or non-disclosure**

If **we** find that **you**, anybody insured by this policy or anyone acting for **you** has:

Knowingly failed to answer questions correctly, or has misrepresented the answer to questions or any information given, or has manipulated any answers provided to online questions, and these answers would have affected the decision to provide **you** with cover, or the terms and conditions of cover or the premium required;

Misled **us** in any way for the purpose of obtaining insurance, or obtaining more favourable terms, or obtaining a reduced premium or influencing **us** to accept a claim;

Made a fraudulent or false claim in full or in part, misrepresented any answers to questions or any information given in order to influence **us** to accept a claim, exaggerated the amount of the claim or provided false or invalid documents in support of a claim; or Withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void following an allegation or suggestion of fraud by **us** or another insurer, **we** may;

Cancel or void **your** policy and all other policies which you hold with **us** from the date of the fraud, misrepresentation or non disclosure and retain any premium **you** have paid for the policy;

Refuse to pay the whole of **your** claim if any part is in any way fraudulent, false or exaggerated and recover from **you** any costs **we** have incurred;

Amend **your** policy details to record the correct information, collect any additional premium due and charge administration costs.

## **Data Protection**

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, providing emergency assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

**We** collect and process these details as necessary for performance of **our** contract of insurance **with** you or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of **you** or others involved in **your** emergency, in order to provide the services described in this policy. By using **our** services, **you** consent to **us** using such information for these purposes,
- b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;

- c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing any relevant and appropriate photographic evidence of the condition of **your** property which is the subject of the claim, for the purpose of providing services under this policy and validating **your** claim; and
- e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

**We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

**We** carry out these activities both within the UK and in & outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

**You** are entitled on request to a copy of the information **we** hold about you, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about you is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance S.A. UK Branch, which is part of the AXA Group or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer  
The Quadrangle  
106-118 Station Road  
Redhill  
RH1 1PR  
UK

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

Our full data privacy notice is available at: [www.axa-assistance.co.uk](http://www.axa-assistance.co.uk)

Alternatively, a hard copy is available from **us** on request.

# General exclusions that apply to Sections 1, 2, 3, 3a and 4

It is important **you** read the general exclusions 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 exclusions

### This policy does not insure the following:

- 1 Loss or damage arising from gradually operating causes including deterioration, wear and tear, corrosion, rot or similar causes.
- 2 Loss of or damage to property owned used or held in trust in connection with any business, profession or trade other than what is covered by Section 1 'home office'.
- 3 Any fall in market value as a result of repair, replacement or reinstatement.
- 4 Loss or damage as a result of delay, confiscation or detention by order of any government or public authority.
- 5 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.
- 6 Any legal liability, injury, loss or damage to any property and/ or person, or any resulting loss or expense, directly or indirectly caused by or contributing to or arising from:
  - any disease,
  - the fear or threat of any disease,
  - government or local authority action in response to any disease.
- 7 Incidents which took place before the start of this insurance.
- 8 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.
- 9 Damage caused by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 10 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.
- 11 Loss or damage directly or indirectly caused by riot or civil commotion outside Great Britain, Isle of Man, Channel Islands or Northern Ireland.

- 12** Loss, damage, liability or injury directly or indirectly caused by, contributed by 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.
- 13** Loss or damage arising from deterioration, wear and tear, corrosion, rot or damage that happens gradually over a period of time.
- 14** 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.
- 15** (i) any act including but not limited to (a) the preparation, use or threat of force and/or violence and/or (b) harm or damage to life or to **property** (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes and/or the intention to influence, intimidate or coerce any Government and/or any intention to disrupt any segment of the economy, or (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above, or (iii) any act deemed by the Government to be an act of terrorism, or (iv) any act which could be defined as terrorism under the Terrorism Act 2000 and/or subsequent acts pertaining to terrorism.
- 16** Any legal liability, injury, loss or damage to any **property** and/ or person caused by or resulting from any unlawful, deliberate, wilful or malicious acts by **you** or anyone lawfully in the home.

# General conditions that apply to the whole policy

It is important **you** read the general conditions 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.

## 1 Transfer

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

## 2 Cancellation

Procedures are explained below dependent on who invokes cancellation.

### **You**

If **you** need to cancel **your** policy, contact **AAISL** on 0343 316 1617 or write to AA Insurance Services, Q3 Quorum Business Park, Newcastle Upon Tyne, NE12 8EX.

#### 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 **AAISL** arrangement fee\* of £9 for Contents cover and £9 for Buildings cover.

#### 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 insurer** for the period of cover **you** have received and **AAISL** will also retain its arrangement fee\* of £9 for Contents cover and £9 for Buildings cover.

#### 3. Cancellation outside 14 days

Beyond 14 days of receipt of **Your** policy documentation or the date **You** enter into the contract (whichever is later), **You** may cancel this insurance at any time. **Your Insurer** will refund a percentage of the premium calculated on a pro rata basis equivalent to the period of cover left unused. 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. **AAISL** will charge a cancellation fee\* of £20 for Contents cover and £20 for Buildings cover and also retain its arrangement fee\* of £9 for Contents cover and £9 for Buildings cover. 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.

#### **AAISL** (Instalment Defaults)

If **you** are paying by instalments **you** irrevocably authorise **AAISL**, as **your** agent, at **AAISL's** discretion to cancel this insurance following and in accordance with any default notice sent to **you**. **You** also irrevocably authorise **AAISL** to receive any refund of premium from the **Insurer** and apply it to pay or reduce any sums owed to **AAISL** including **AAISL's** cancellation fee\* of £20 for Contents cover and £20 for Buildings cover and its arrangement fee of £9 for Contents cover and £9 for Buildings cover. Any residual balance of return premium remaining after these deductions will be paid to **you**. Please note where a claim has arisen under this insurance and the policy is cancelled under this paragraph, no refund will be available from the **insurer** and no refund of any **AAISL's** fees\* will be made and **you** must pay the sum **you** owe to **AAISL** contained in the default notice in full.

**The *Insurer* or *AAISL* (excluding instalment default cancellations)**

The *Insurer* or *AAISL* may cancel this insurance if there are serious grounds to do so such as non-payment, failure to provide *AAIS* or *your 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 *AAISL* or *your insurer* with incorrect information and *you* have failed to provide a remedy. *Your insurer* or *AAISL* 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 *AAISL* arrangement fees\* will be made).

In the event of the *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 *AAISL* may, as your agent, at *AAISL's* discretion, cancel this insurance by sending notice of cancellation to the Insurer and by sending at least seven days notice of cancellation by recorded delivery to your last known address. You also irrevocably authorise *AAISL* 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 *AAISL* becomes insolvent then the *insurer* may either, at its option (1) appoint an administrator to take over *AAISL's* role of collecting premium from *you* and passing such premium to the *insurer*, or (2) cancel this policy upon 30 days notice and give *you* a refund of any premium paid in respect of the unexpired period left on the policy. In the latter case, the *insurer* may contact *you* to offer *you* a replacement policy directly with the *insurer*. The *insurer* shall ensure that the offer of a replacement policy is on no worse terms than *your* existing policy. Purchasing such replacement policy with the *insurer* shall be optional.

\*Fees chargeable by *AAISL* in the event of cancellation as referred to in this section shall become due under *Your* separate contract with *AAISL* as set out in the document entitled 'About our insurance services'. (This contract will also be cancelled if *You* cancel *Your* Home Insurance Plus policy). Any cancellation by *You*, the *Insurer* or *AAISL* 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 advise *us* beforehand if *you*:

- move *home*;
- *you* know *you* are going to leave *your home unoccupied* for more than 30 consecutive days; or
- *you* are going to have structural building works or make significant changes to *your home*, including increasing the number of bedrooms or an extension.

*You* must notify *AAISL* within seven days if *you*:

- change *your* name;
- change *your* occupation or profession;
- change the occupancy of *your home*;
- *your home* becomes *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 your:

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

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

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

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

If any such prohibition or restriction takes effect during the insurance period the ***Insurer*** or ***AAISL*** 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.

# General conditions relating to claims

These conditions do not apply to Home Legal Expenses or Home Emergency Response where separate conditions apply. 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 authorised insurer of your policy on the number shown on **your Statement of Insurance** as soon as possible. They 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

### **Contents** (Sections 1, 2, 3, & 3a)

Most insurance companies can get discounts on replacing items. This helps to control claim costs and therefore premiums charged. It is at **our** option that **we** will:

- pay the cost of repair;
- replace the item as new; or
- pay the cost of replacing the item as new.
  - where **we** can offer repair or replacement through a preferred supplier but we agree to pay a cash settlement, then payment will not exceed the discounted replacement price **we** would normally pay
  - where **we** cannot repair or replace the item as new through our preferred suppliers **we** will pay the full replacement cost of the item with no discount applied.

### **Buildings** (Section 4)

At **our** option **we** will:

- repair or rebuild the damaged part using **our** suppliers; or
- make a cash payment if **you** wish to use **your** own supplier.

If **we** make a cash payment, **we** will only pay **you** what it would have cost **us** using **our** suppliers and therefore the amount **you** receive may be lower than the cost charged by **your** suppliers.

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; or

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

For any part of a set or suite that is lost or damaged which ***we*** cannot repair or replace ***we*** will:

- a) pay the cost of replacing the set or suite as new;
- b) replace the set or suite as new;
- c) make a cash payment which will not be more than the amount it would have cost us to replace the set or suite using ***our*** own suppliers.

If ***we*** ask ***you*** to, ***you*** must give up the undamaged parts of the set or suite to ***us*** where the full replacement cost has been paid.

### **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.

### **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*** contents and/or 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 antifraud databases; ***we*** may also notify other organisations.

# Renewing your cover

The notes on the following pages are for your benefit and information. They do not form part of your policy.

## **Renewing your cover**

Each year we will send you renewal terms. These may include renewing to a different AA home panel insurer if one is offering a lower premium than your existing authorised insurer, or if your existing authorised insurer is not offering renewal.

On occasions our underwriting panel members are not able to offer a renewal, this can happen for reasons such as:

- The product is no longer available;
- Your claims history;
- You no longer meet our panel members' underwriting criteria.

Please note that, at any renewal (including an automatic renewal), you must, again, take reasonable care to ensure that the information and statements provided by you, (including any information determined from your failure to comply with a request for, confirmation of, or amendment to, information) are provided honestly, fully and to the best of your knowledge. Failure to take reasonable care to ensure that any information supplied is provided honestly, fully and to the best of your belief may result in your insurance being cancelled or in your claim being rejected or not fully paid.

Your separate contract with AAISL (see 'About Our Insurance Services') will automatically renew if your AA Contents Insurance policy renews. If you do not wish your policy to renew, please call our customer services team on 0343 316 1617.

## **Automatic Renewal**

If you are paying annually by continuous credit or debit card, or on instalments by Direct Debit, and have agreed to allow us to automatically renew your policy each year, 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 wish to stop your policy from automatically renewing, please visit our website at [www.theaa.com/stop-auto-renew](http://www.theaa.com/stop-auto-renew), call our customer services team on 0343 316 1617 or write to us at

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

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 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 the cancellation section on page 59, (unless you have called us for assistance) 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 your AA Home Insurance Plus policy renews any optional enhancements (such as AA Home Legal Expenses or AA Home Emergency Response) 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 0343 316 1617.

## **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.

### **Valuations**

We strongly recommend that for items of jewellery or valuables, an up to date professional valuation is obtained and kept in a safe place. This will considerably ease the handling of any claim where such items are lost or destroyed. For items of jewellery, valuables and personal belongings valued at in excess of £500 a valuation or proof of purchase may be required in the event of a claim.

It is also advisable to keep a photograph and full description of valuable items, including serial and model numbers, for ease of identification in the event of a theft.

**PLEASE MAKE SURE THAT THE VALUES SHOWN ON YOUR STATEMENT OF INSURANCE ARE SUFFICIENT TO COVER TODAY'S REPLACEMENT COST OF YOUR VALUABLE ITEMS.**

### **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 are 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 and that these are locked 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

# Use of your personal data

This privacy notice lets you know what happens to the personal data we use and hold when you, your joint policy holders and beneficiaries hold or use an insurance product with us.

If you provide us with personal information on behalf of another person, you must ensure that it is accurate, up to date and that you have their authorisation to do so. You should make sure that you provide them with a copy of this Privacy Notice or let them know how to access it. Where this privacy notice refers to 'you', this also includes personal data about anyone else named on the policy or anyone whose data you provide us with.

## The AA and our Data Protection Officer

We are the AA. Our main address is Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA. The data controllers of our insurance products are the Automobile Association Insurance Services Limited and, separately, the underwriter(s) of your policy. We have a Data Protection Officer who you can contact by using the contact details at the bottom of this notice.

## Personal data we hold and use

We, our panel members and underwriters hold and use several different types of personal information about you, policyholders and beneficiaries. The list below sets out the types of data we process for our insurance products. If you hold breakdown cover or other products or services, you should also read the privacy notice for those products or services to understand what else we might hold. The next section tells you how we use it

- Personal and contact details, your date of birth, gender and/or age;
- Product beneficiaries or users, policy holders;
- Records of your contacts with us and payment details;
- Details of products and services you hold or have held, your use of them, any claims or breakdowns, and any expressions of interest in the AA or its business partners. These will include details of products, services, claims, usage of other AA services such as AA Breakdown Services, Driving School, AA Cars, AA Financial Services and other AA branded services;
- Details of claims made by you or one of your policy holders, or claims made by a third party, and data from industry sources such as Claims Underwriting Exchange and Motor Insurance Database (managed by Motor Insurance Bureau);
- Pricing and risk data about you, your beneficiaries or policyholders. This is data used, for example, to assess or make a decision about insurance risk, decide or set pricing or risk levels, and decide whether we can offer or continue to offer you a product or service. This will use details of your AA product or service holdings (including your usage, claims and breakdown history), credit data, marketing profiles and analysis of you we hold, instances of suspected fraud, driving offences or endorsements, licence details and limitations, data from third parties (see below), property and location details, vehicle details, driving history, and telematics details;
- Marketing information, including any records of marketing communications, details of what you may be interested in, analysis and profiles we build up about you and your interests, and whether you open or read communications or links;
- Vehicle information, including usages, any breakdowns and faults;

- Telematics and connected car 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. This will be the case if you have Smart Insurance, Smart Breakdown or a Car Genie device or one of our other telematics or connected car products;
- Information which we obtain from Credit Reference Agencies and Fraud Prevention Agencies (see section 7);
- Fraud, debt and theft information related to any of the products you hold with the AA;
- Criminal records information, including alleged offences - for example, if you apply for car insurance and we need these;
- Information about your health or if you are a vulnerable customer, if this is needed for your insurance policy;
- Information about your property, such as location, value, number of rooms, property type and building work you've had done. Also, property and 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
- Information about your employment status, where needed for the insurance policy;
- Your marital status, family, lifestyle or social circumstances, for example, the number of dependents you have or if you are a widow or widower;
- Information from third parties, including demographic information, vehicle details, details of outstanding finance, claims details, data fraud prevention databases, property, geographic and demographic details, marketing data, publicly available information (e.g. electoral roll and court judgments), and information to help improve the relevance of our products and services or to help us manage our products and services, pricing or risk;
- Details of your usage of any of our websites or apps, details of your phone and its software (e.g. browser and set up information), browsing history, and other details obtained via cookies or similar technologies (see our cookie statement for more details); and
- Third party transactions; such as where a person other than the account holder pays for or uses the service.

We may be 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.

### **Sources of personal data**

The information we hold comes from different sources. These are:

- You directly, and any information from family members, associates or beneficiaries of products and services (for example, if they are authorised to act for you or are allowed to use a service you have with us);
- AA Group and AA branded companies, if you already have a product with them, have applied for one or have held one previously. These include AA Developments Limited (including AA Breakdown Services and AA and BSM Driving School), AA Financial Services and AA Underwriting Insurance Company Limited;
- A third party and their insurer, if they are making a claim;
- Information generated about you when you use our products and services;
- From an insurer, claims company or an intermediary (e.g. comparison site) who we work with to provide products or services or quote to you;

- Business partners (e.g. financial services institutions, insurers), account beneficiaries, or others;
- Anyone who provides instructions or operates any of your accounts, products or services on your behalf (e.g. Power of Attorney, solicitors, intermediaries, etc);
- From sources such as fraud prevention agencies, credit reference agencies, other lenders, HMRC, Motor Insurers' Bureau, Claims Underwriting Exchange, publicly available directories and information (e.g. telephone directory, social media, internet, news articles), debt recovery and/or tracing agents, regulators, government departments or agencies, organisations to assist in prevention and detection of crime, police and law enforcement agencies; and
- Information we source about you or customers generally from commercial third parties, including demographic information, vehicle details, claims data, fraud information, marketing data, publicly available information, property and other information to help improve our products and services or our business.

### **Reasons for using your personal data**

The information we use is used by us, our panel members, and insurers. The reasons we use your information are below. We have arranged them according to the lawful basis that allows us to use the data. This list applies to the AA, its panel members and underwriter(s).

**1) To provide you with our products or services or decide whether to do so:**

- a) Assessing an application for insurance, 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 of the policy;
- b) Providing you with your insurance policy and any other products or service held with the AA and under the AA brand
- c) Communicating with you and holding records about our dealings and interactions with you, your fellow policyholders and beneficiaries;
- d) Making decisions about you or your policy, including your continued suitability for it, the risk of providing you with the policy, assessing compliance with the policy terms;
- e) To manage the operation of our business and those of our respective insurers;
- f) To carry out checks at Credit Reference and Fraud Prevention Agencies pre-application, at application, and periodically after that;
- g) For analysing, assessing and profiling aspects of you, your vehicle or driving (including assessing and predicting faults or issues), driving style, location and routes taken (for example, if you hold a telematics-based product) for quoting for and managing your policy and for the continued assessment of insurance risk and compliance with policy conditions;
- h) For analysing and profiling aspects of your home or property for quoting for and managing your policy, including the continued assessment of insurance risk of you and your property and continued compliance with policy conditions;
- i) Updating your records, trace your whereabouts, recovering debt, or validate the information you have provided is correct;
- j) To make automated decisions, including profiling, on whether to offer you a policy, or the price, payment method, risk or terms of it;
- k) To share information with business partners (e.g. underwriters, re-insurers) as required for quoting, assessing your application, or managing your policy, and as needed with account beneficiaries, service and payment providers to us or otherwise as part of providing, administering or developing our products and services or our business; and

- i) To enable other AA group and branded companies to provide you with your products and services, quote for products and services, or manage products and services you hold.
- 2) For our **legitimate interests**:
- a) To develop our insurance and any other products or service;
  - b) To continually develop, improve and manage risk assessment and pricing methods and models;
  - c) 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;
  - d) To link together your AA products and services including to enable you to view these in a single account or profile, linking together your accounts on our systems and using this combined view for the purposes listed in this section;
  - e) To test the performance of our products, services, and processes and systems;
  - f) To improve the operation of our respective business for example, by improving customer service and operational performance and efficiency;
  - g) To develop new products and services, and to review and improve current products and services;
  - h) For management and auditing of our business operations;
  - i) To monitor and to keep records of our communications with you and our staff (see below);
  - j) For marketing analysis 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;
  - k) To understand our customers, your use of our products and preferences, and to develop models, including developing profiles, algorithms and statistical models for these purposes;
  - l) To send marketing 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 as well as to any other offers and advice we think may be of interest;
  - m) To carry out checks at Credit Reference and Fraud Prevention Agencies to enable us to provide you with personalised offers (these will be soft searches that do not affect your credit rating);
  - n) To provide insight and analysis of our customers both for ourselves and business partners based on your policy, your use of it, your other policies and the use of them, and possible future opportunities;
  - o) For market research, profiling, and analysis and developing statistics to support any of the purposes listed in the notice;
  - p) For profiling and decision making for purposes listed;
  - q) To facilitate the sale of one or more parts of our business;
  - r) To share information with business partners as necessary for the purposes listed; and
  - s) To enable other AA group and AA branded companies to perform any of the above purposes, in particular AA Breakdown Services and AA Underwriting Insurance Company Limited and AA Financial Services Limited.

- 3) To comply with our legal obligations such as our financial services or regulatory obligations, including Financial Conduct Authority, Prudential Conduct Authority and Financial Ombudsman Service rules, regulations and guidance.
- 4) With your **consent or explicit consent**:
  - a) For some direct marketing communications which are not based on our legitimate interests;
  - b) For some of our profiling and other automated decision making which is not required for contractual or legal purposes; 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, if another legal basis does not apply.
- 5) For a **public interest**, such as:
  - d) Using special categories of personal data such as about your health, criminal records information (including alleged offences) to quote for or administer an insurance policy, including assessing the risk of providing you with insurance;
  - e) Using special categories of personal data about your health or needs (if you are a vulnerable customer) including assessing the risk of providing you with insurance.

#### **Sharing and disclosures of your personal data**

The categories of third parties we use are listed below. We will use these third parties for all the reasons we have described in this notice) and they may have access to the type of personal information we hold or use.

- With AA Group and branded companies, in particular Automobile Association Developments Limited (including AA Breakdown Services and AAA/BSM Driving School), Automobile Association Insurance Services Limited, Automobile Association Underwriting Insurance Services Limited and Automobile Association Financial Services Limited;
- To insurance panel members, underwriters and reinsurers;
- With account beneficiaries if they use a service you have with us;
- With service providers who are a part of providing products and services to you or help us to operate our business;
- With any parties involved in a claim if they need to receive information to allow us to handle a claim made by you or against you, or if either insurer needs to investigate a case of fraud;
- Police and law enforcement agencies if we are required or need to support a criminal investigation;
- Governmental and regulatory bodies such as HMRC, the Financial Conduct Authority, the Prudential Regulation Authority, the Financial Ombudsman's Service, and the Information Commissioner's Office;
- Organisations and businesses who provide services to us under our authority such as service providers, debt recovery agencies, IT companies, and suppliers of business support services;
- Credit Reference and Fraud Prevention Agencies (see below);
- Third parties who help us identify, assess, or manage risk or pricing; and
- Market research organisations who help us to develop and improve our products and services.

## **Withdrawing your consent**

If we rely on your consent, you can withdraw this at any time. Use the contact details below or on our website.

## **Transfers outside of the UK or EEA**

Your personal information may be transferred outside the UK or European Economic Area, for example to service providers. If we do so, we'll make sure that suitable safeguards are in place where required, for example contractual agreements or other legal unless certain exceptions apply.

## **Sharing with credit reference and fraud prevention agencies**

To process a quote or application for insurance, we and any proposed or appointed underwriters, will perform credit, risk and identity checks on you with one or more credit reference agencies (CRAs) and Fraud Prevention Agencies (FRAs). 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 FRAs, 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 and FRAs will supply to us both public (including the electoral register) and shared credit, financial situation, insurance and financial history information and fraud prevention information.

We will, and any proposed or appointed underwriters for your policy will, use this information to:

- Assess your creditworthiness and whether you can afford to take the product;
- Assess our ability to offer you our products and services, including insurance
- 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 and FRAs while you have a relationship with us, and if necessary afterwards. 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 and FRAs, 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 available on request.

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 and our underwriters will 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.

We and our underwriters may also use FRAs such as the Motor Insurance Database, Claims Underwriting Exchange, and commercially available insurance fraud prevention services and claims services in order to prevent, detect and investigate potential fraudulent

insurance policy applications and claims. We will share information with FRAs about your insurance policy application and policies in order to help us do this.

This information may be given to other organisations. **More information can be found on our website [www.theaa.com/privacy-notice](http://www.theaa.com/privacy-notice).**

### **Changes to your data**

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.

### **Monitoring communications**

We may monitor, communications with you, where permitted by law. We do this for quality control and staff training purposes, to comply with regulatory rules, to prevent or detect crime, to protect the security of our communications and data to enforce compliance with business policies.

### **Use of automated decisions**

We sometimes make decisions about you using only technology, where none of our employees or any other individuals have been involved. We 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 do this using data from other parts of the AA (AA group and AA branded companies) and underwriters, including product or services details (including usage of claims made) and telematics data captured including on your vehicle, driving behaviour and location information.

To understand the logic involved in this and why we do this, you may wish to consider the following example:

- Assess your credit worthiness and ability - for example, if you are applying for credit and have a history of late or non-payment of debts, we may not be able to offer you credit or we may do so at a higher rate.
- Assess our ability to offer our products and services and manage those accounts – for example, if you or your beneficiaries have a history of making claims on insurance policies, or if we have concerns about potential use of a policy (for example, if you are in breach the conditions of it) or financial status this may result in a higher risk being assigned to you meaning you may be quoted a higher price or a policy being declined or cancelled.
- Assess the risk of fraud - if we believe there is a significant risk of fraud, based on the information we hold or that is available to us, we may decline your application, quote a higher price or decline or cancel your policy or application.

We do this because it is necessary for entering into or performing the relevant insurance or credit agreement with you. We may do so if it is authorised by law or is based on your explicit consent.

### **Retention of your data**

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;
- For as long as we provide products or services to you and then for as long as someone could bring a claim against us; or
- To comply with legal and regulatory requirements or guidance.

## **Your data protection rights**

Here is a list of the rights that all individuals have under UK data protection laws. They don't apply in all circumstances so your request may not always be granted. If you wish to use any of them, we'll explain at that time if they apply or not, and if we will comply or not with your request, including the reasons why.

- The right to be informed about the 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 request access to your personal information and how we process it;
- The right to move, copy or transfer your personal information; 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.

## **You have a 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 below to exercise these rights.

## **Opting out of marketing**

You can stop our marketing at any time by contacting us on the details below, emailing [dataprotection@theaa.com](mailto:dataprotection@theaa.com) or following the instructions in the communication.

## **Changes to this privacy notice**

We may change this privacy notice from time to time to reflect changes in the law and/or our privacy practices. We encourage you to check this privacy notice for changes periodically – <https://www.theaa.com/privacy-policy>.

## **Contact Us or our 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 Limited, 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 0330 053 1010 or visit [theaa.com](http://theaa.com) to find out more about the other products and services we offer.**

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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