

AA Home Legal Expenses Cover Policy Wording

Welcome to AA Insurance Services

Our aim at AA Insurance Services is to combine value for money with peace of mind.

This policy wording and your statement of insurance include everything you need to know about your Home Legal Expenses cover.

Home Legal Expenses

What is it?

Home Legal Expenses gives you access to a legal helpline and up to £50,000 (including VAT) of legal expenses cover.

The legal helpline gives you access to help with legal matters covered under the legal expenses policy detailed below 24 hours a day, 365 days a year. The legal expenses policy provides extra protection and extra peace of mind. 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**.

Home Legal Expenses cover is underwritten by Acromas Insurance Company Limited.

Demands and Needs

If this policy has been selected as an optional policy enhancement it meets the demands and needs of customers who require up to £50,000 cover for legal costs for pursuing, defending and managing disputes in relation to death or injury, contract disputes (including certain employment contracts), protection of property, tax affairs enquiries and defence of your legal rights as an employee, or require access to a range of online legal documents.

You can check whether Home Legal Expenses is an optional policy enhancement by referring to the ABOUT YOUR COVER section of your Home Insurance Statement of Insurance.

Online Legal Documents

What are they?

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 team of qualified lawyers 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 reason if in our opinion 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** and register using your AA Home Insurance policy number. (You will need to wait 48 hours after purchasing this cover before your Home Insurance policy number is effective). For technical support, please call 0800 294 4896 or email support@aalegaldocuments.co.uk (Mon to Friday 8am - 6pm).

AA Online Legal Documents is provided by Lyons Davidson. Lyons Davidson is a trading name of Lyons Davidson Limited, which is authorised and regulated by the Solicitors Regulation Authority. Registered in England and Wales number 7592441. Registered office: Victoria House, 51 Victoria Street, Bristol BS1 6AD.

Help and Advice

Legal Advice Helpline

0161 428 7039

To make a legal expense claim and for help with legal matters, 24 hours a day, 365 days a year.

Online Legal Documents

theAA.com/legal-documents

Free access to a variety of professional legal documents that can be adapted to meet your needs and reviewed by a qualified lawyer.

Renewal Helpline

0344 854 0100

This policy can only be renewed along with your AA Home Insurance policy and we'll send you renewal terms for both at the appropriate time.

Customer Services Helpline

0343 316 1617

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

If you need to complain

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

a) There are several ways you can contact us:

Phone: 0344 209 0556
Email: Customersupport@theAA.com
Post: Member Relations
The Automobile Association
Lambert House
Stockport Road
Cheadle
Cheshire SK8 2DY

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

If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks.

However, if we are unable to provide a final response within this period we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

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

b) There are several ways you can contact them:

Phone: **0800 0234 567 or 0300 1239 123**
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk
Post: Insurance Division
The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Financial Services Compensation Scheme (FSCS)

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 claims. For insurance you are covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone **0800 678 1100 or 0207 741 4100**.

Use of Personal Information

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

AA Insurance Services

Introduction to your Home Legal Expenses cover

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 cover 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 and 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 this policy wording during any period of insurance for which you have paid or agreed to pay the policy premium.

Home Legal Expenses Policy

About your Home Legal Expenses policy

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 the **Statement of**

AA Home Legal Expenses Cover Policy Wording

Insurance form **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.

Glossary of terms

We have defined certain words and phrases that appear throughout the Home Legal Expenses policy. They have the specific meanings shown next to them. This definition applies throughout the Home Legal Expenses policy and to help **you** identify these words **we** have printed them in **bold**.

AAIS

Automobile Association Insurance Services Limited.

Appointed representative

A solicitor, lawyer or appropriately qualified person, firm or company, including **us**, instructed in accordance with Home Legal Expenses Condition 2 (Representation).

Date of incident

- The date of the event; or
- the date of the first event where there is more than one event arising from the same cause; or
- the date on which the cause of action arises where this relates to the purchase of **your home**; or
- for a **full enquiry**, the date when Her Majesty's Revenue & Customs first notifies **you** in writing of its intention to make enquiries; which may lead to a claim under this policy.

Disbursements

Money spent by the **appointed representative** to manage **your** claim, but not including the **appointed representative's** own fees.

Full enquiry

A full examination opened by Her Majesty's Revenue & Customs which comprises of all aspects of **your** self assessment tax return. This does not include enquiries that are limited to specific aspects of **your** self assessment tax return.

Group actions

Actions involving individuals not named on the **Statement of Insurance** who may benefit from any work undertaken by an **appointed representative** under this policy will not be covered.

Home

The house, bungalow, flat or maisonette must be shown in **your Statement of Insurance**.

Domestic garages belonging to the **property**.

Outbuildings if they form part of the **property**.

Inquiry

An inquest held in a Coroner's Court into **your** death; a police investigation into an allegation made about **you** which may lead to **you** being prosecuted in a magistrates or crown court; civil action being taken against **you** under section 13 of the Data Protection Act 1998; or civil action being taken against **you** for unlawful discrimination.

Legal claim

Preparing work for negotiating or defending **your** legal rights in a civil court, tribunal or arbitration in the **territory**, including negotiating a settlement and any hearings.

Legal costs

All properly incurred and proportionate disbursements, fees and expenses charged by the **appointed representative**, or incurred under any fixed recoverable costs scheme, whichever is the lesser.

You are not covered for:

- any damages, fines or penalties **you** have to pay;
- the cost of any Damage Based Agreement, or Conditional Fee Agreement, that **you** choose to enter with **your appointed representative**; or
- the cost of any After The Event insurance policy that **you** choose to enter with **your appointed representative**.

Legal proceedings

Action to be taken in a court or tribunal when efforts to settle **your** claim by way of negotiation have failed.

Policyholder

The person(s) named in **your Statement of Insurance**.

Property

Your home and the land within its boundaries, for which **you** are legally responsible. The **property** must all be at the address shown in **your Statement of Insurance**.

Reasonable prospects

Where **we** consider there is a 51% and above chance of succeeding with **your** 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.

Statement of Insurance

The document, which provides a record of **your** home and home legal expenses insurances. **Your Statement of Insurance** is part of this policy and must be read in conjunction with the policy.

Territory

Gibraltar and the United Kingdom meaning England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

Vehicle

Any mechanically propelled motor vehicle (including scooters), aircraft or vessel.

We, our, us - Acromas Insurance Company Limited.

You, your

The **policyholder** and their spouse/domestic partner and any other relative, (including adopted and foster children), who permanently live in **your home**.

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**.

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 £50,000 (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 £50,000 (including VAT) of **legal costs** for all claims that arise from the same **date of incident**.

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 arises from an event, which causes death or bodily injury to **you**.

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We do not cover the following:

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.

2. Contract Disputes

We cover the following:

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.

We do not cover the following:

- 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 £5,000 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.

3. Protection of Property

We cover the following:

Legal costs for pursuing a **legal claim** and/or arrangement of mediation for a dispute relating to 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.

We do not cover the following:

- 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.

4. Employment

We cover the following:

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

We do not cover the following:

Any claim relating to:

- disputes under a contract of employment which occur within 90 days of the start date of this Legal Expenses policy;
- 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**.

5. Tax protection

We cover the following:

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

We do not cover the following:

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.

6. Defence of your legal rights

We cover the following:

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 section 13 of the Data Protection Act 1998; or
- civil action being taken against **you** for unlawful discrimination.

We do not cover the following:

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

Home Legal Expenses Exclusions

You should read these exclusions carefully together with the Home Legal Expenses Conditions and Home Legal Expenses General Conditions.

The General Conditions and General Exceptions of **your** AA Home Insurance also apply to **your** Home Legal Expenses cover and these should also be read carefully.

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

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 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 Legal Expenses 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;

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- 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 in relation to a claim under this 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; or
 - x) any referral to the European Court.
- 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 a representative:

- i. the representative **you** choose will become the **appointed representative**.
- ii. **you** must notify **us** as soon as possible of the name, address and contact details of the **appointed representative**.
- iii. **you** will be required to ensure that the **appointed representative** complies as appropriate with the terms of this policy on **your** behalf by:
 - a) keeping **us** updated regularly with the progress of **your legal claim**;
 - b) keeping **us** informed regularly of **legal costs** incurred;
 - c) informing **us** of any settlement offers made to or by **you**; and
 - d) 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 fees shall not in any circumstances exceed the hourly rates **we** would pay to **our appointed representatives**. A copy of **our** hourly rates is available on request. The rate will be the applicable rate at the time the work was conducted, 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 **our** 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 a **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**, **we** will ask the **appointed representative** for those reasons and share these with **you**. Provided any new representative confirms that **your legal claim** still has **reasonable prospects**, **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

Home Legal Expenses Conditions

You should read these conditions carefully together with the Home Legal Expenses Exclusions and Home Legal Expenses General Conditions.

The General Conditions and General Exceptions of **your** AA Home Insurance also apply to **your** 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; or
- 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;

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- 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.

Home Legal Expenses General Conditions

1) Cancellation

Procedures are explained below dependent on who invokes cancellation:

a) The policyholder

If the home legal expenses benefits detailed in this policy wording are included as standard within **your** AA Home Insurance policy then this cover can only be cancelled when **you** cancel **your** AA Home Insurance policy. Please refer to the cancellation conditions in **your** AA Home Insurance policy booklet. **You** can check whether home legal expenses benefits are included as standard by referring to the ABOUT YOUR COVER section of **your Statement of Insurance**.

If AA Home Legal Expenses has been added to **your** AA Home Insurance policy as an optional extra **you** can cancel this policy without cancelling **your** AA Home Insurance policy. The following cancellation conditions apply.

Where **you** cancel the AA Home Insurance policy then this Home Legal Expenses policy will also be cancelled on the same date.

You will, for a period of 14 days from the date **you** receive the policy documentation or the date **you** enter into the contract (whichever is later), have a right to cancel this policy and receive a refund. This refund will be subject to a charge for the period of cover **you** have received, except where cover has not commenced prior to the end of this 14-day period, in which case **you** will be entitled to a full refund of the premium **you** have paid. Beyond the above period, **you** may cancel this insurance at any time but no refund will be provided to **you**.

If **you** need to cancel this policy, contact **AAIS** on 0343 316 1617.

b) AAIS (excluding Instalment defaults)

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

If **your** Home Legal Expenses cover is cancelled under this paragraph (b), as per paragraph (a) no refund of premium on this Home Legal Expenses cover will be due and you will still owe **AAIS** any policy premium for this Home Legal Expenses cover which remains unpaid. You must therefore pay the sum **you** owe to **AAIS** contained in the default notice in full.

c) AAIS (excluding Instalment defaults)

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 **AAIS** may, as **your** agent, at **AAIS** 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 **AAIS** to receive any refund of premium. A full pro rata premium refund will be allowed from the date of cancellation unless a claim has arisen under this insurance prior to such cancellation during the current period of insurance.

d) We

We may cancel this insurance by sending at least seven days written notice to **your** last known address. A full pro rata premium refund will be allowed from the date of cancellation, no deduction will be made for commission and a refund will be allowed regardless of whether a claim has been made under the policy.

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

AA Home Legal Expenses Cover Policy Wording