

# AA Smart Insurance Additional Terms and Conditions

You should ensure that You read these Additional Terms and Conditions carefully together with Your car insurance policy booklet, Statement of Insurance and Certificate of Insurance (including any Endorsements) as together they set out the legal rights in relation to Smart Insurance between You and the Insurer. The name of the Insurer can be found in the Statement of Insurance, and on the Certificate of Motor Insurance. **Your attention is specifically brought to clause 8.1 (f), the limitations and exclusions of liability contained within Clause 10 below and the requirements of Clauses 4, 5 and 6.**

**IMPORTANT: Smart Insurance requires installation of the AA's Smart Insurance Hardware. The Smart Insurance Hardware will send live data whilst it remains connected to Your vehicle until this Agreement is cancelled.**

## 1. Definitions and Interpretation

1.1 In these Terms:

**The AA** means Automobile Association Insurance Services Limited or another company within the AA Group;

**AA Group** means AA LTD. together with any entity in which AA LTD. directly or indirectly has at least a 50% shareholding;

**Agreement** means these Smart Insurance Additional Terms and Conditions;

**App** means, in the event that the AA makes such a program available to You, the program on Your smartphone or other device which is expressly associated with Smart Insurance;

**Data Reports** are online reports based upon Your Vehicle's telemetry data (which may include Vehicle data, location data, technical details of the Vehicle and driving behaviour,) which may be made available to You from time to time via a web portal or other means;

**Firmware** means the AA's management software installed within the Hardware;

**Hardware** refers to the AA's telematics unit which is installed in a Vehicle and includes Firmware and a SIM card necessary to provide network connectivity;

**Insurer** means the Insurance Company or Underwriters at Lloyd's as specified in the Statement of Insurance, and the Certificate of Motor Insurance on whose behalf this Agreement is issued;

**Intellectual Property** means any patent, registered or unregistered design right, trade mark or other proprietary rights inherent in the Hardware, Software, App, web portal or in any other product supplied by the AA and any copyrights and database rights, all other similar or equivalent intellectual or commercial rights or property subsisting under the laws of each and every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future and all reversions, renewals, revivals and extensions of any of the foregoing, and all rights under licences, consents, orders, statutes or otherwise in relation to any of the foregoing;

**OBD Port** means a specific On Board Diagnostics Port which is fitted to Your Vehicle. The AA will carry out an eligibility check when You take out Smart Insurance to make sure the Hardware can work in Your make/model of vehicle;

**Privacy Notice** means the AA's standard privacy notice, a copy of which is available at <https://www.theaa.com/privacy-notice>;

**Self Install(ed) or Self Installation** means installation of the Hardware via the OBD Port by You;

**SIM** refers to the Subscriber Identity Module card contained within the Hardware providing network connectivity for the transmission of Your telematics data;

**Software** means the Firmware and third party licensed software where applicable which is required to provide You with Smart Insurance and access to any Data Reports;

**Vehicle** means the Vehicle covered by the Smart Insurance policy;

**We/Our/Us** means the AA and/or the Insurer;

**You/Your** refers to the person(s) shown as the Insured in the Statement of Insurance and the Certificate of Motor Insurance.

## 2. These Terms and the policy

- 2.1 By taking out Smart Insurance and paying the premium, You agree to be bound by these Smart Insurance Additional Terms and Conditions in addition to the terms and conditions set out in Your policy booklet, Statement of Insurance and Certificate of Insurance (including any Endorsements).

### 3. Use of Smart Insurance

- 3.1 You must inform other drivers of the Vehicle about the installation of the Hardware and bring this Agreement in full to their attention. You must make other drivers aware that the Hardware records and transmits data to a central data hub (which is held by a third party, part owned by the AA) and consequently has the capacity to track the location and movement of the Vehicle. They can refer to Our Privacy Notice and these terms and conditions for details of how We will use their personal data.
- 3.2 If You cease to hold Smart Insurance for the Vehicle in which the Hardware is installed, at any time, this Agreement will be cancelled by the AA and clauses 9.1, 9.2 and 9.3 will apply.

### 4. Our right to cancel the policy

- 4.1 In addition to the rights of cancellation set out in Your policy booklet, Statement of Insurance and Certificate of Insurance (including any Endorsements), We may cancel Your Smart Insurance policy in the following circumstances:
- (a) if You fail to install the Hardware, in accordance with clause 5 below, within 14 days of the start date of the policy;
  - (b) if telemetry data demonstrates that the Vehicle has been driven other than in accordance with applicable law or road traffic regulations. This may include, but is not limited to, excessive speeding (travelling at a speed above the applicable speed limit (plus 10%) by six mile per hour or more), or failure to observe correctly orders given by road traffic signs e.g. No entry, One-way traffic.
- 4.2 If this Agreement is terminated, notwithstanding termination, clauses 7.6, 8, and 9.1-9.3 shall apply.

### 5. Delivery & Installation of the Hardware

- 5.1 Unless otherwise agreed:
- (a) the AA will deliver the Hardware to the address You provided for the purposes of Smart Insurance;
  - (b) the AA will be responsible for arranging postage or carriage for the Hardware;
  - (c) You will be responsible for Self-Installation of the Hardware in accordance with any instructions provided;
  - (d) on delivery of the Hardware to You, You will assume responsibility for loss, theft, damage or destruction of the Hardware; and
  - (e) the Hardware must not be used with any other vehicle without the prior approval of the AA. If You wish to obtain approval to use the Hardware in another vehicle, contact us on the phone number set out at clause 13.
- 5.2 Any date(s) the AA give to You for the delivery of the Hardware will be an estimate and the AA shall have no responsibility to You for late delivery of the Hardware.

### 6. Ownership and Use of the Hardware

- 6.1 The Hardware will at all times remain the property of the AA and You will have no right, title or interest in, or to, the Hardware (save for the right to use the Hardware in accordance with these Terms).
- 6.2 You agree that You will ensure that no charge, lien or other encumbrance is created over the Hardware.
- 6.3 You will ensure that the Hardware is not sold or transferred under any circumstances to a third party (including as part of the sale or transfer of the Vehicle to a third party).
- 6.4 You will notify the AA straight away in the event of any misuse, loss, accident, theft or damage to the Hardware and/or its SIM card. **It is Your responsibility to notify the AA straight away if the Hardware is no longer in Your possession for any reason. Where the AA suffers financial loss as a result of Your no longer being in possession of the Hardware as a direct result of an action You take or fail to take, You will be responsible for compensating the AA for such losses.**
- 6.5 Do not attempt to remedy any issues You have with installation or operation of the Hardware, or use of the App, without the AA's assistance via the contact details at clause 13.
- 6.6 You will ensure that the Hardware is not removed or disconnected from the Vehicle, unless such removal is strictly necessary (for example, where the Vehicle is being sold or transferred or serviced). **The AA recommends that the Hardware is removed prior to any routine maintenance or repairs being carried out on the Vehicle. You may invalidate Your insurance if You do not immediately reinstall the device after the necessity ends.**

- 6.7 If You are in any doubt as to the safety of the Hardware then You should remove the Hardware from the Vehicle as soon as possible and notify the AA immediately in accordance with 6.8 below. The AA may, in its sole discretion, use a third party to investigate any suspected issues with the Hardware.
- 6.8 If You remove the Hardware from the Vehicle, for any reason, You must contact the AA immediately and securely store the Hardware until You can reinstall it in the Vehicle or return it to the AA in accordance with clause 6.9.
- 6.9 The Hardware remains the property of the AA at all times and therefore, at the end of the Agreement or on request, You must return the Hardware to the AA. To do so, put the Hardware securely in an envelope and follow our Royal Mail returns process. Just register your return on the Royal Mail website [www.royalmail.com/track-my-return/create/2426](http://www.royalmail.com/track-my-return/create/2426), print the returns label, stick it onto the package and take it to the post office. Failure to return the Hardware will incur a charge of £30.
- 6.10 If Your AA Car Insurance policy is cancelled or voided for any reason, this Agreement will be terminated and, notwithstanding termination, clauses 7.6, 8, 9.1, 9.2 and 9.3 shall apply.

## **7. Warranties & Licences**

- 7.1 AA warrants that:
- (a) the Hardware and Software will be of satisfactory quality. Other than the limited warranty under this Clause 7, all other warranties, whether express or implied, are excluded to the maximum extent permitted by law; and
  - (b) the Hardware will comply with all laws, rules and regulations applicable in England and Wales.
- 7.2 The AA grants You a non-exclusive, limited, fixed term licence ("Licence") to use the Software. Except for the limited rights granted to You, the AA retains all proprietary rights and title inherent in the Software.
- 7.3 All grants of Licence under this Clause 7 are strictly conditional upon You not disassembling, decompiling, reverse engineering or otherwise attempting to change or modify the Software.
- 7.4 The AA shall not be liable for any of the warranties under this Agreement in respect of Hardware where You, or any other unauthorised third party attempt to, dismantle, impede, de-install, tamper with or repair such Hardware or attempts to remove or replace the SIM card of the Hardware or You fail to comply with the requirements of Clause 5.
- 7.5 Where the AA is not liable for a breach of the warranties as per Clause 7.4 or otherwise then the AA will charge You the reasonable costs incurred in respect of any repair, service call out and/or supply of replacement Hardware.
- 7.6 The availability of Data Reports in respect of data received from the Hardware installed in Your Vehicle, is not guaranteed and is subject to a web portal or other means for accessing Data Reports being made available to You from time to time. After this Agreement ends, We will not retain personal data longer than We need it. This does not affect Your right to request erasure, which You can ask for as part of Your privacy rights.

## **8. Telematics Data and Data Protection**

This section provides a summary of how We use Your personal information, including additional details that are specific to this product, which are in addition to those in Our Privacy Notice in Your policy booklet. For full details on how We will process Your personal data, please refer to the Use of Your Personal Data section of Your policy booklet or see our website. This includes full details of what data We collect and why, what We use it for, who it may be shared with, and details of Your choices and rights (such as Your right to access a copy of the data We hold).

The data controllers for Your personal data will be Automobile Association Developments Limited and Automobile Association Underwriting Insurance Company Limited. Your information will be provided or made available to other members of the AA Group as described in Our Privacy Notice. For the purposes of this section, 'The AA' or 'We' includes both Automobile Association Developments Limited and Automobile Association Underwriting Insurance Company Limited.

- 8.1
- (a) The AA will at all times use Your data only in accordance with the terms and conditions set out in Your policy booklet, Statement of Insurance and Certificate of Insurance (including any Endorsements) and this Agreement.
  - (b) The data that will be collected from the Hardware connected to Your Vehicle will include: (i) location data and details of trips You make (including time, date, duration, and average speed); (ii) telemetry data such as Vehicle diagnostics faults and general Vehicle status, where available; (iii) driving behaviour data (to include the Vehicle's acceleration, braking, deceleration, lateral forces, fuel consumption, and cornering). This data will be used for the uses set out in Our Privacy Notice and in this section. These uses include analytics to provide the Smart Insurance, to manage other products and services You have with Us, to develop new products and services and model, and to support marketing to You.
  - (c) In order that We can provide the policy, it will be necessary for Us to obtain and use certain location data and Vehicle data (as explained more fully in clause 8.1(b) above). This data will be forwarded via the Hardware to a

central data hub and the App and will be used by Us for the administration of the policy and the development of future products and services.

- (d) In addition to the uses set out in Our Privacy Notice, the AA will also use the data from the Hardware and the data We hold to monitor Your compliance with the terms and conditions set out in Your policy booklet, Statement of Insurance and Certificate of Insurance (including any Endorsements) and this Agreement. The AA may decide to cancel or not to renew Your policy if You drive or act in breach of any of these conditions.
- (e) The AA may approach You to ask You to participate in monthly online surveys, online discussion forums, ad hoc telephone surveys and focus groups. The AA will use the information collected from such surveys for the development of its products and services. If You do not wish to be contacted by the AA in connection with such surveys then please notify the AA when entering into this Agreement or at any time thereafter in accordance with the "opt-out" mechanism provided in each survey or correspondence that is sent to You, or via the telephone number in clause 13 of these Terms.
- (f) The AA will capture information on Your usage and activity recorded on the App. This includes information on the number of times certain functions are accessed, how many times buttons are tapped and information relating to the device that was used e.g. make and model of smartphone, operating system installed and the screen resolution. The AA may use Google Analytics to capture this data.
- (g) The AA may offer a different price for insurance, or decline to offer insurance, or cancel existing insurance based on the data obtained as a result of Your use of this product. The AA may use the data in the same way to offer You a different price, or decline to offer You, other products and services from the AA.
- (h) Subject to the choice You make over how You would like to receive marketing from Us, We may advise You of other AA products and services the AA think You may be interested in across Our car, insurance, travel or financial services business areas. This will send marketing to You by SMS, email, phone, post and social media and digital channels, subject to any choice We offer and You make. We may advise You of other AA products and services such as insurance or Breakdown Cover which may be of benefit to You based on Your driving behaviours.
- (i) We will use with and/or send to business partners, anonymised and aggregated customer data in order to optimise the products and services and to develop new products. Some business partners may acquire anonymised and aggregated data from Us.
- (j) We may contact You via SMS, push notification, email or telephone to make You aware of any faults or issues with Your Vehicle which are recognised by the Hardware or in the event that the Hardware detects that Your Vehicle has been involved in an accident.
- (k) We may share Your data on an aggregated basis with the relevant car manufacturer for research and development purposes.

## **9. Termination of the Contract**

- 9.1 On termination or expiry of this Agreement for any reason, the Licence granted hereunder shall cease. The Hardware will stop transferring live data once removed from the Vehicle after termination of this Agreement.
- 9.2 Upon termination of this Agreement, You must return the Hardware to the AA within 45 calendar days of cancellation or non-renewal, in accordance with the provisions of clause 6.9 of these Terms.
- 9.3 When returning the Hardware to the AA, You remain responsible for the Hardware until it is safely received by the AA.
- 9.4 The AA may withdraw Smart Insurance. In such circumstances, the AA will write to You providing You with reasonable notice that the AA is going to stop providing Smart Insurance.

## **10. Limitations and Exclusions of Liability**

### **YOU SHOULD ENSURE THAT YOU READ THE TERMS OF THIS CLAUSE 10 CAREFULLY.**

- 10.1 The AA does not exclude or limit in any way its liability to You where it would be unlawful to do so. For example, in respect of liability for death or personal injury caused by the AA's negligence or the negligence of its employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 10.2 The limitations and exclusions of liability set out in this Clause 10:
  - (a) are subject to Clause 10.1; and
  - (b) govern all liabilities arising under the Agreement including those arising in contract, tort (including negligence) and breach of statutory duty.

10.3

- (a) Subject to 10.3 (b) below, the AA is responsible to You for foreseeable loss and damage caused by the AA. If the AA fails to comply with this Agreement, the AA is responsible for loss or damage You suffer that is a foreseeable result of it breaking this Agreement or the AA's failing to use reasonable care and skill, but the AA is not responsible for any loss or damage that is not foreseeable.
  - (b) The AA is not liable for business losses. The AA only supplies the Data Reports and licenses the Hardware for domestic and private use. If You use the Data Reports and/or Hardware for any commercial, business or re-sale purpose or in a commercial or business context, the AA will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.4 The AA will not be responsible to You for the accuracy or completeness of the data recorded by the Hardware or displayed on the App or web portal.
- 10.5 The AA shall not be liable for any losses arising under any circumstances from traffic violations that You commit while using the Hardware.
- 10.6 Where You believe damage has been caused to the Vehicle by the Hardware, either via its operation or installation, then You must contact the AA as soon as possible. The AA provide a warranty for any damage caused to a compatible vehicle (as deemed by the AA) as a direct result of the Hardware. In order to claim under such warranty, You acknowledge and agree that an AA employee will need to inspect the Vehicle which the AA shall arrange at a mutually convenient time.
- 10.7 You shall not attempt, nor shall You engage any third party to attempt, to rectify any damage the Hardware may have caused to the Vehicle. Should You do so then the AA shall not be responsible for any damage caused and any such costs of repair shall be borne solely by You.
- 10.8 The AA shall have no liability to You where the installation of the Hardware voids any term of a manufacturer, or any other warranty which applies to the Vehicle. It is Your responsibility to ensure that any such warranty is not voided by installation of the Hardware.
- 10.9 To the maximum extent allowable under the prevailing law, the AA will not accept any liability for any damage arising to a vehicle where You have not ensured compliance with the provisions of Clause 5.1 and You have allowed the Self Installed Hardware to be fitted to a vehicle not advised of and agreed to by the AA.

## **11. Force Majeure**

The AA are not responsible for delays or any other service failures outside Our control. If Our supply of the Hardware is delayed by an event outside Our control, then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay. Provided We do this, We will not be liable for delays caused by the event.

## **12. General**

- 12.1 No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.
- 12.2 In the event of any dispute arising in relation to any of the terms of this Agreement, both parties agree to attempt to negotiate in good faith a mutually satisfactory resolution prior to resorting to legal proceedings.
- 12.3 If any provision of this Agreement is determined by any court or other competent authority to be, in part or in full, unlawful and/or unenforceable, that provision or part thereof shall be deleted and the remainder of the provisions of this Agreement will continue in effect.
- 12.4 (a) The AA may change this Agreement:
- (i) to reflect changes in and for the purpose of compliance with relevant laws and regulatory requirements; and
  - (ii) to implement minor technical adjustments and improvements.
- (b) The AA may make more significant changes to this Agreement but if it does so, the AA will notify You by email or via a notification on the App and You may then contact the AA to end this Agreement before the changes take effect.
- 12.5 You may not assign Your rights and obligations under this Agreement without Our consent in writing.
- 12.6 Failure or delay by either party in enforcing or partially enforcing any provision of this Agreement will not be construed as a waiver of any of its rights under this Agreement. Any waiver by one party of any breach of, or any default under, any provision of the Agreement by the other party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.
- 12.7 This Agreement is governed by English law and You can bring legal proceedings in respect of it in the courts of England or Wales. If You live in Scotland You can bring legal proceedings in respect of this Agreement in either the Scottish or the

English or Welsh courts. If You live in Northern Ireland You can bring legal proceedings in respect of the Agreement in either the Northern Irish or the English or Welsh courts.

12.8 The AA cannot guarantee that the Hardware will detect and record all incidents.

### **13. Technical Support and Customer Complaints**

13.1 If things go wrong We will make reasonable efforts to quickly resolve the issue. In the event that You are still dissatisfied with any aspect of Your experience with the Hardware, please contact Us by telephone on 0344 725 0770.