AA Insurance

Car Insurance Policy Booklet

December 2023

Welcome to Automobile Association Insurance Services Limited

Thank you for choosing to insure your car with us. Our aim is to combine value for money with peace of mind, making car insurance as straightforward as possible.

Your Policy Booklet, Statement of Fact, Certificate of Motor Insurance and any Important Notices and Endorsements set out everything you need to know about your car insurance cover. If there's anything you're not sure about, our experienced customer service team are here to help you with all your car insurance needs.

If you have an accident, regardless of fault, we're here for you. Just contact us as soon as possible and our experienced claims staff will be there to guide and assist you through every step of the claims process. Check all the ways you can contact us in the 'how to contact us' section in this booklet.

If you call us, calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to numbers starting with 01, 02 and 03 are charged at national call rates and are usually included in inclusive minute plans from landlines and mobiles. Charges may vary dependent on your network provider. Please check with your provider for full details.

Introducing our Silver, Gold and Platinum cover levels

We offer 3 levels of Comprehensive (Silver, Gold and Platinum) and 1 level of Third Party, Fire and Theft (Silver) car insurance, each offering varying features and benefits.

Check your Statement of Fact for the level you've chosen and look out for the relevant Silver, Gold or Platinum badge below throughout your booklet to find out more about your cover. Your Statement of Fact will also confirm any additional cover you have on your policy, and these sections of cover are clearly labelled toward the back of this booklet.

Comprehensive

Silver **Gold** **Platinum**

Third Party Fire and Theft

Silver

A guide to your policy booklet

How to manage your policy or contact us 6

About your policy 7

Demands and needs 7

Endorsements relating to your policy 8

Table of excesses and benefits 9

Definitions 14

Your Contract of Insurance 18

Section 1: Liability to others 19

- Subsection 1: Your liability to other people 19
- Subsection 2: Other people's liability 19
- Subsection 3: Protection of an insured person's estate 19
- Subsection 4: Costs and expenses 20
- Subsection 5: Driving other cars 20

Section 2: Loss or damage 22

- Subsection 1: The insured car 22
- Subsection 2: Replacement car 23
- Subsection 3: The Insured car's audio, dashcam, satellite navigation, and/or communication equipment 24
- Subsection 4: Glass damage 24

Section 3: Personal belongings 26

Section 4: Damage to trailers 27

Section 5: Injury to You and/or Your partner 27

Section 6: Medical expenses 28

Section 7: Emergency treatment 28

Section 8: Car sharing 29

Section 9: No claims discount 29

Section 10: Travelling abroad 30

- Subsection 1: Compulsory cover outside the territorial limits 30
- Subsection 2: Extended cover outside the territorial limits 31

Section 11: Lost or stolen keys 32

Section 12: Child car seats 33
Section 13: Overnight accommodation or onward transport 33
Section 14: Uninsured driver promise 34
Section 15: Electric vehicles 35
Section 16: General exclusions 35
Section 17: General conditions 38
Subsection 1: General 38
Subsection 2: Keeping your policy up to date 38
Subsection 3: Cancellation 39
Subsection 4: Making a claim 42
Subsection 5: Contract law, etc. 43
Subsection 6: Financial sanctions 44
Subsection 7: Preventing loss and damage 44
Additional Cover 45
Motor Legal Assistance 47
Car Hire 61
Motor Accident Plan 69
Excess Protection 78
Breakdown Cover 84
Cancellation terms that apply to additional cover 100
Managing your cover and use of your data 103
Renewing your cover 104
Use of your personal data 109

How to manage your policy or contact us

If you need to make a claim, or have any questions about your policy, here are the web addresses and contact details you'll need.

Have your policy number and customer ID from your Statement of Fact to hand before you contact us.

	If you'd like to:	Web addresses & contact details
Managing your policy	• view your documents, make fee free changes and manage your policy	Visit www.theaa.com/your-account 24/7
	• discuss your policy/renewal • cancel your policy • cancel your renewal	0330 053 0203
Accident Assist Claims	• report an accident or make a claim on your car insurance • make a windscreen claim	Register a claim online at www.theaa.com/car-insurance/claims 0330 053 0322
Motor Legal Assistance	• access our 24 hour legal assistance helpline	0345 070 0933
	speak to us about: • personal injury compensation • uninsured loss recovery • driver confidence course	0330 053 0322
	speak to us about: • motoring prosecution defence • motoring contract disputes	0345 026 5156
Car Hire Claims	• log or discuss a Car Hire claim	0330 053 0322

Motor Accident Plan Claims	• log or discuss a claim on your Motor Accident Plan policy	0344 856 2281
Excess Protection Claims	• log or discuss a claim on your Excess Protection policy	0330 053 0322
Breakdown Assistance	• report a breakdown in the UK	0333 004 6046 07860 027 999 (Text Phone)
Make a complaint	• log or discuss a complaint.	0344 209 0556 0370 600 1303 (Text Phone)

Your insurer and Automobile Association Insurance Services Limited (AAISL) may record telephone calls for quality assurance and compliance purposes.

Text phone users can prefix any of our numbers with 18001. Policy information can be requested in large print, audio or Braille, please call **0800 262 050** for details.

About your policy

This booklet sets out the details of your insurance cover. Please read it carefully, together with your Statement of Fact, Certificate of Motor Insurance, any Important Notices and any Endorsements. Remember to check the exclusions and restrictions under each section of your cover as well as the general conditions and exclusions which apply to the whole policy and any other terms that apply to additional cover.

Demands and needs

Our car insurance products allow you to choose different types and levels of cover depending on your demands and needs. Your Statement of Fact 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 Fact to check the cover continues to meet your needs.

Cover type	Meets the demands and needs of:
Third Party, Fire and Theft cover	Customers who want to insure against loss or damage to their own car caused by fire or theft and insure against their liability to third parties following a road traffic accident.
Comprehensive cover	Customers who want to insure against loss or damage to their own car caused by accidental or malicious damage, fire or theft, and insure against their liability to third parties following a road traffic accident.

What you will use your car for	Meets the demands and needs of:
Social, Domestic and Pleasure including Commuting	Customers who use their car outside of work and driving to and from a regular place of work.
Business Use	Customers who use their car outside of work and driving to and from various places of work (for example, visiting other offices).
Commercial travelling	Customers who use their car outside of work and are delivering or selling goods or services.

Level of cover

There are three levels of cover:

- Silver
- Gold
- Platinum

Each level has different features and benefits as shown in the Table of Excesses and Benefits in this policy booklet.

Endorsements relating to your policy

What are they?

Endorsements are changes to the normal cover set out in this Policy Booklet which may apply to your policy. For example, your insurer may exclude Driving Other Cars based on your age or occupation.

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

If you are not sure what they mean, please phone our Customer Service Team on 0330 053 0203.

Table of Excesses and Benefits

The tables below set out the level of cover available for Silver, Gold and Platinum products, the compulsory excesses that are applicable in the event of a claim, and the maximum you can claim in each section. Please refer to your Statement of Fact to confirm the type and level of cover you have, any additional voluntary excesses that you had added and the total excesses that will apply in the event of a claim. The terms and conditions included in each section of this booklet provide full details of the cover and any exclusions.

Comprehensive			
Section	Silver	Gold	Platinum
Compulsory Excesses			
Accidental & Malicious Damage	£200	£150	£100
Non-approved repairer *(Additional Excess for Accidental & Malicious Damage)*	£300	£200	£100
Fire	£100	£100	£100
Theft	£100	£100	£100
Vehicle type *(Additional Excess for Accidental & Malicious Damage, Fire and Theft)*	Varies by vehicle and insurer	Varies by vehicle and insurer	Varies by vehicle and insurer
Driver under 21 years old *(Additional Excess for Accidental Damage)*	£350	£350	£350
Driver 21 to 24 years old *(Additional Excess for Accidental Damage)*	£200	£200	£200
Inexperienced Driver *(Additional Excess for Accidental Damage)*	£150	£150	£150
Windscreen repair	£25	£10	Nil
Windscreen replacement	£150	£100	£75

Benefits and Claim Limits			
Section 1 – Liability to Others			
Liability to others	Unlimited	Unlimited	Unlimited
Loss or damage to property	£20,000,000	£20,000,000	£20,000,000
Costs and expenses	£5,000,000	£5,000,000	£5,000,000
Section 2 – Loss or Damage			
Damage to insured car	✔	✔	✔
Courtesy car	✔	✔	✔
Repair guarantee period	3 years	3 years	3 years
Replacement car	✔	✔	✔
Audio equipment – Manufacturer fitted	Unlimited	Unlimited	Unlimited
Audio equipment – Non manufacturer fitted	£750 *(£1,000 for AA Members & car insurance customers with optional Breakdown cover)*	£750 *(£1,000 for AA Members & car insurance customers with optional Breakdown cover)*	£750 *(£1,000 for AA Members & car insurance customers with optional Breakdown cover)*
Glass damage – Approved repairer	Unlimited	Unlimited	Unlimited
Glass damage – Non approved repairer	£200	£200	£200
Section 3: Personal belongings			
Personal belongings (including mobile phones)	£50 *(£100 for AA Members & car insurance customers with optional Breakdown cover)*	*£200* *(£300 for AA Members & car insurance customers with optional Breakdown cover)*	£250 *(£500 for AA Members & car insurance customers with optional Breakdown cover)*
Section 4: Damage to trailers			
Damage to trailer	£500	£500	£500
Section 5: Injury to You and/or Your Partner			
Death, loss of limb, loss of eyesight	£5,000 *(£7,500 for AA Members & car insurance customers with optional Breakdown cover)*	£5,000 *(£7,500 for AA Members & car insurance customers with optional Breakdown cover)*	£5,000 *(£7,500 for AA Members & car insurance customers with optional Breakdown cover)*

Section 6: Medical Expenses			
Medical expenses	£400 per person *(£500 for AA Members & car insurance customers with optional Breakdown cover)*	£400 per person *(£500 for AA Members & car insurance customers with optional Breakdown cover)*	£400 per person *(£500 for AA Members & car insurance customers with optional Breakdown cover)*
Section 7: Emergency Treatment			
Emergency treatment	✓	✓	✓
Section 8: Car Sharing			
Car sharing permitted	✓	✓	✓
Section 9: No Claims Discount			
Discount for no claims	✓	✓	✓
Section 10: Travelling Abroad			
Minimum legal cover	✓	✓	✓
Like for like cover	Up to 30 days	Up to 90 days	Up to 90 days
Section 11: Lost or Stolen Keys			
Lost or stolen keys	£750	£1000	£1500
Section 12: Child Car Seats			
Damage to child car seats	✓	✓	✓
Section 13: Overnight Accommodation or Onward Transport			
Overnight accommodation & onward transport costs	£300 per person *(£500 max for all occupants of vehicle)*	£300 per person *(£500 max for all occupants of vehicle)*	£300 per person *(£500 max for all occupants of vehicle)*
Section 14: Uninsured Driver Promise			
Uninsured driver promise	✓	✓	✓
Section 15: Electric Vehicles			
Electric vehicle cover	✓	✓	✓
Additional Cover			
Motor Legal Assistance	Optional	✓	✓

Car Hire	Optional	Optional	✓
Motor Accident Plan	Optional	Optional	✓
Excess Protection	Optional	Optional	Optional
Breakdown Cover Add On	Optional	Optional	Optional

Third Party Fire and Theft	
Section	Silver
Compulsory Excesses	
Fire	£100
Theft	£100
Benefits and Claim Limits	
Section 1 - Liability to Others	
Liability to others	Unlimited
Loss or damage to property	£20,000,000
Costs and expenses	£5,000,000
Section 2 - Loss or Damage – caused by Fire or Theft	
Damage to insured Car	✓
Courtesy car	✗
Repair guarantee period	3 years
Replacement car	✓
Audio equipment – Manufacturer fitted	Unlimited
Audio equipment – Non-manufacturer fitted	£750 (£1,000 for AA Members & car insurance customers with optional Breakdown cover)
Glass damage	✗
Section 3 - Personal Belongings	
Personal belongings (including Mobile phones)	✗
Section 4 - Damage to Trailers	
Damage to trailer	✗
Section 5: Injury to You and/or Your Partner	

Death, loss or limb, loss of eyesight	✗
Section 6 - Medical Expenses	
Medical expenses	✗
Section 7 - Emergency Treatments	
Emergency treatment	✓
Section 8 - Car Sharing	
Car sharing permitted	✓
Section 9 - No Claims Discount	
Discount for no claims	✓
Section 10 - Travelling Abroad	
Minimum legal cover	✓
Like for like cover	Up to 30 days
Section 11 - Stolen Keys	
Stolen keys	£750
Section 12 - Child Car Seats – caused by Fire or Theft	
Damage to child car seats	Unlimited
Section 13 - Overnight Accommodation or Onward Transport – caused by Fire or Theft	
Overnight accommodation and onward transport costs	£300 per person (£500 max for all occupants of vehicle)
Section 14 - Uninsured Driver Promise	
Uninsured driver promise	✗
Section 15 - Electric Vehicles – caused by Fire or Theft	
Electric vehicle cover	✓
Additional Cover	
Motor Legal Assistance	Optional
Car Hire	Optional
Motor Accident Plan	Optional
Excess Protection	Optional
Breakdown Cover Add On	Optional

Definitions

Certain words and expressions have specific meanings wherever they appear in this section of your Policy Booklet or your Certificate of Motor Insurance. To help you identify these we've highlighted them in **bold**.

There are additional and alternative meanings to words and expressions that apply to the 'Additional Cover' sections of this booklet, for example Motor Legal Assistance. You can find these at the start of each section, and they apply only to that section.

AAISL	Automobile Association Insurance Services Limited.
AA Member	Someone who has a current contract for breakdown assistance service with Automobile Association Developments Limited (trading as AA Breakdown Services) in relation to which any monies due have been paid and under what is known as "UK Personal or Vehicle Membership Breakdown Cover", together with any person who is specifically named as entitled to service from Automobile Association Developments Limited (trading as AA Breakdown Services) under any such contract. For the avoidance of doubt, anyone who has a contract for breakdown assistance service under AA Basic Breakdown Cover or under any other arrangement save as referred to above shall not be considered to be an AA Member for the purposes of this policy.
Accessories	Parts or products which are manufacturer approved or meeting UK safety standards (including but not limited to, spare parts) for **Your Insured Car** such as roof/cycle racks, roof boxes, **Charging Cable** and wall boxes. Roof tents are not included.
Additional Cover	Any additional cover that **You** have chosen to purchase or is included as standard in the level of cover **You** have chosen. Please refer to **Your Statement of Fact** to check what additional cover **You** have.
Advanced Driver Assistance Systems (ADAS)	Electronic systems fitted to **Your Insured Car** that will assist the control of **Your Insured Car**.
Automated Vehicle	A vehicle designated as being legally able to safely drive itself and is listed as an Automated Vehicle under the Automated & Electric Vehicles Act 2018.
Certificate of Motor Insurance	The document headed Certificate of Motor Insurance which provides evidence of the existence of motor insurance as required by law.

Charging Cable	Any compatible cable which is manufacturer approved or meeting UK safety standards, that must be connected to a charging point or socket in order to charge the electric battery of **Your Insured Car**.
Computer System	Any computer, hardware, **Software**, applications, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility.
Cyber Activity	A deliberate unauthorised, malicious or criminal act or series of acts, regardless of time and place which involves access to, processing of, use of, or operation of any **Computer Systems** and is intended to create, or to have the effect of creating an outcome which includes, but is not limited to, denial of access, threat, deception, hoax, extortion, virus hacking, corruption or deletion of **Data**.
Data	All information, which is electronically stored, recorded, transmitted or represented, or contained in any formats, materials or devices used for the storage of data including but not limited to operating systems, records, programs, **Software** or firmware, code or series of instructions, facts, concepts, code or any other information of any kind.
Endorsement	An alteration to the wording of the insurance document noting a change in the terms or the details of the insurance contract.
Excess	The amount of money **You** must pay towards the cost of a claim. Your excesses are shown in the **Statement of Fact**.
Fire	Fire, lightning, self-ignition or explosion.
Hazardous Locations	**i.** Power stations **ii.** Nuclear installations or establishments **iii.** Refineries, bulk storage or production premises in the oil, gas or chemical industries **iv.** Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries **v.** Ministry of Defence premises **vi.** Military bases **vii.** Rail trackside **viii.** Any other rail property to which the public do not have lawful access

Hazardous Goods	Goods or substances referred to in the European Agreement concerning the International Carriage of Dangerous Goods (ADR) or within the following United Nations Hazard Classes: 1: Explosives 5.2: Organic peroxides 6.1: Toxic substances 6.2: Infectious substances 7: Radioactive materials
Important Notice	The document headed Important Notice which gives details of any changes to the terms and conditions of your policy in the last 12 months.
Inexperienced Driver	A driver who holds a provisional driving licence or who has held a full United Kingdom driving licence for less than one year at the time of an event which **You** may be entitled to claim for.
Insured Car	The vehicle with the vehicle registration number described in Section 1 of the current **Certificate of Motor Insurance**. For comprehensive policies this also covers any vehicle loaned to **You** or a Permitted Driver as shown on **Your Statement of Fact** by a supplier **Your Insurer** has nominated following a claim under the policy.
Insurer	The insurance company or underwriters at Lloyd's as specified in the **Statement of Fact**, and the **Certificate of Motor Insurance** on whose behalf this insurance document is issued.
Market Value	The cost of replacing the **Insured Car** with one of the same make, model, age, mileage, specification and condition at the date of accident or loss.
No Claims Discount	The reduction allowed in **Your** premium if a claim has not been made or arisen during the previous period(s) of insurance.
Over the Air (OTA) Updates	**Software** updates and settings installed wirelessly such as functionality, performance and safety updates.
Partner	**Your** husband, wife, civil partner or a person **You** live with on a permanent basis as if **You** were married. This does not include any business partners or associates.
Permitted Driver	Any person shown in Paragraph 5 of the current **Certificate of Motor Insurance**.
Software	Any software, safety critical software, firmware, operating systems, electrical control systems, **Data**, data storage materials, telecommunication links or any reliance on recognising, using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time.
Statement of Fact	The document headed Statement of Fact giving details of the persons insured, the **Insurer**, details of the **Insured Car**, the cover, the premium and the **Period of Cover**.

Table of Excesses & Benefits	The table of Excesses and Benefits shows **You** what compulsory excesses apply, the benefits available and what cover limits apply under each section of cover.
Territorial Limits	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland including transit by sea, air or land within and between these places.
Terrorism	(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.
Theft	Theft or attempted Theft, which includes the offence of 'taking a motor vehicle or other conveyance without authority' as defined in Section 12 of the Theft Act 1968.
You/Your	The person shown as the policyholder in the current **Statement of Fact** and the **Certificate of Motor Insurance**.
Young Driver	A driver who has not reached the age of 25 years at the time of an event **You** may be able to claim for.

Your Contract of Insurance

This insurance has been effected between an insurance company or certain underwriters at Lloyd's (the "**Insurer**") and **You**, the insured. The name of **Your Insurer** can be found in the **Statement of Fact**, and on the **Certificate of Motor Insurance**.

You must take reasonable care to ensure that the information provided by **You** or on **Your** behalf in relation to **Your** car insurance is provided honestly, fully and is correct to the best of **Your** knowledge. If any of **Your** insurance or personal details set out in **Your** documents are incorrect or incomplete, or if **You** need to make a change to **Your** policy, please call our customer service team as soon as possible. Examples of the changes **You** need to tell us about, is outlined in Section 17 of this policy document. Failure to do so may result in changes to the premium, **Excess** or cover, **Your** policy being cancelled or treated as if it never existed or **Your** claim being rejected or not fully paid. The **Insurer** reserves the right to carry out any additional checks required to validate authenticity of information supplied by **You**.

This document, the **Statement of Fact**, **Certificate of Motor Insurance**, any **Important Notices** and any **Endorsements** must be read as a whole as they are evidence of the contract of insurance between **You** and the **Insurer**.

The **Insurer** has agreed to insure **You** subject to the terms, conditions and exclusions contained in or endorsed upon this policy document against such liability as loss or damage that may occur during any period of insurance for which **You** have paid or agreed to pay the premium as is directly sustained in connection with the **Insured Car**. **Your Insurer** may require **You** to supply documentation to allow it to validate the information provided by **You**, such as **Your** Driving Licence (and those of any other **Permitted Drivers** on the policy), proof of **Your** address, proof of **Your No Claims Discount**, **Your Insured Car** registration document or proof of its purchase.

For Lloyd's Policies: In order that these documents may be signed and issued as evidence of the insurance, the **Insurer** has entered into a written binding authority contract, which empowers an authorised director of **AAISL** to sign and issue this policy on behalf of Lloyd's underwriters.

Section 1

Liability to others

What is covered

Subsection 1: Your liability to other people

The **Insurer** will pay amounts including claimant's costs that **You** are legally liable to pay for:

(a) Death of or bodily injury to any person
(b) Damage to property

as a result of an accident involving the **Insured Car** and/or an attached trailer or any other car which **Your Certificate of Motor Insurance** permits **You** to drive.

Subsection 2: Other people's liability

The **Insurer** will pay amounts including claimant's costs that any of the persons listed below is legally liable to pay for:

(a) Death of or bodily injury to any person
(b) Damage to property as a result of an accident involving the **Insured Car**

- **(i)** Any **Permitted Driver**;
- **(ii)** Any person using (but not driving) the **Insured Car** with **Your** permission for social domestic and pleasure purposes;
- **(iii)** At **Your** request any passenger travelling in or getting into or getting out of the **Insured Car**;
- **(iv)** **Your** employer or **Partner** while **You** are driving or using the **Insured Car** on their business subject to the use and driving being permitted by the **Certificate of Motor Insurance**;
- **(v)** **Your Partner's** employer or **Partner** while **Your Partner** is driving or using the **Insured Car** on their business subject to the use and driving being permitted by the **Certificate of Motor Insurance**.

Subsection 3: Protection of an insured person's estate

Upon the death of any person insured under this section the **Insurer** will transfer to thatperson's estate the benefit of this insurance against any liability covered by this section that the deceased may have incurred.

Subsection 4: Costs and expenses

When the **Insurer's** written agreement is obtained beforehand the following will be paid:

(a) Costs and expenses incurred
(b) Solicitor's fees for representation at a Coroner's Inquest, Fatal Accident Inquiry or defending any prosecution in a Court of Summary Jurisdiction
(c) The costs the **Insurer** has agreed to in advance for legal services to defend a charge of manslaughter or dangerous driving causing death in connection with any accident which might involve legal liability covered by this insurance.

Subsection 5: Driving other cars

If **Your Certificate of Motor Insurance** permits **You**, the **Insurer** will also provide the minimum legal cover for **You**, the policyholder, for **Your** liability to other people while **You** are driving any other private motor car in the **Territorial Limits** which **You** do not own or have not hired or leased as long as:

a) The vehicle is not owned by **Your** employer or hired to them under a hire-purchase or lease agreement; and
b) **You** currently hold a valid and full UK or European Licence; and
c) The use of the vehicle is covered under the **Certificate of Motor Insurance**; and
d) Cover is not provided by any other insurance; and
e) **You** have the owner's permission to drive the vehicle; and
f) The vehicle is in a roadworthy condition and has valid tax, MOT and insurance in its own right; and
g) The vehicle stated on **Your Certificate of Motor Insurance** is still owned by **You**; and
h) The vehicle stated on **Your Certificate of Motor Insurance** has not been declared a total loss (i.e., written off or stolen and not recovered); and
i) The vehicle stated on **Your Certificate of Motor Insurance** has not been declared SORN (Statutory Off Road Notification); and
j) The vehicle stated on **Your Certificate of Motor Insurance** has a valid MOT or one that has expired in the last 30 days; and
k) The vehicle **You** want to drive is not an **Automated Vehicle.**

What is not covered

(a) Liability for death of or bodily injury to any person arising out of and in the course of that person's employment by the person claiming under this section if that liability is provided under an Employers Liability Insurance issued to comply with Employers Liability legislation.
(b) Liability for loss of or damage to any vehicle for which cover is provided by this section or any property belonging to or in the care of the person claiming under this section.
(c) Any legal liability in respect of any proceedings brought or judgment obtained in any court

outside the United Kingdom unless such proceedings are brought or judgment obtained in the court of a foreign country arising out of the use of the **Insured Car** in that foreign country where the **Insurer** has agreed to extend this insurance to cover such foreign use.

(d) Liability under Subsection 2 that is covered by any other insurance.

(e) Any amount exceeding £20,000,000, exclusive of costs and expenses, for any claim or series of claims for loss of or damage to property, including any indirect loss or damage, arising from one event.

(f) Any amount exceeding £5,000,000 for all costs and expenses, in respect of loss of or damage to property for any claim or series of claims arising from one event or any such greater amount as may in the circumstances be required to meet the minimum requirements of the Road Traffic Acts.

(g) Any amount exceeding £1,200,000 for any claims or series of claims for loss or damage to property, including any indirect loss or damage, arising from one event while the **Insured Car** is carrying any **Hazardous Goods** and/or is being driven at any **Hazardous Locations** other than in an area designated for access or parking by the general public.

(h) Any legal liability where the **Insured Car** is an **Automated Vehicle** and is being driven by or used in automated driving mode and **You** or any **Permitted Driver** at the time of the accident has:

i) made or permitted alterations to any **Software** which relates to the functioning of the **Insured Car** as an **Automated Vehicle**, except those provided and/or approved by the vehicle manufacturer and/or;

ii) failed to install or permit installation of any safety critical **Software** updates relating to the functioning of the **Insured Car** as an **Automated Vehicle** which **You** or any **Permitted Driver** ought reasonably to have known were safety critical (**Software** updates are safety critical if it would be unsafe to use the vehicle in question without the updates being installed).

Section 2

Loss or damage

What is covered

Subsection 1: The Insured Car

The **Insurer** will pay for loss of or damage to the **Insured Car**, its **Accessories** and spare parts kept in or on the **Insured Car** or in **Your** private secure garage by (at the **Insurer's** discretion)
repairing
or
replacing
or
paying in cash the amount of the loss or the damage.

The maximum amount payable will be the **Market Value** of the **Insured Car**.

Audio, satellite navigation and communication equipment are excluded from Subsection 1 but included in Section 2, Subsection 3.

In the event that the **Insurer** settles a claim by replacing or paying for the **Insured Car**, the stolen or damaged car will then belong to the **Insurer**.

The **Insurer** may also pay the cost of protecting and taking the **Insured Car** to the nearest suitable **Insurer** approved repairer or place of storage after such damage and where appropriate returning it after repair to **Your** address as shown in the **Statement of Fact**. The **Insurer's** approved repairer may fit verified salvaged/reconditioned parts or replacement parts which may not have been made by the vehicle's manufacturer but are of an equivalent standard.

If to the **Insurer's** knowledge the **Insured Car** belongs to someone else, the **Insurer** will make any payment for its total loss or destruction to its owner to the extent of their legal entitlement (whose receipt shall be a full and final discharge) rather than to **You**.

If there is any outstanding finance agreement on the **Insured Car**, the **Insurer** will pay the finance company first. If the **Insurer's** estimate of the **Market Value** is more than the amount **You** owe, the **Insurer** will pay **You** the balance. If the **Insurer's** estimate of the **Market Value** is less than the amount **You** owe, **You** will have to pay the balance.

If the **Insured Car** is under a lease or contract hire agreement where ownership cannot pass to **You**, the **Insurer** will pay the leasing or contract hire company. The amount the **Insurer** pays will settle the claim. If the **Insurer's** estimate of the **Market Value** is less than the amount **You** owe, **You** will have to pay the balance.

Any payment the **Insurer** makes for total loss will be after they have deducted any **Excess**.

When **You** accept the **Insurer's** offer for total loss (i.e., written off or stolen), the **Insured Car** will belong to the **Insurer**.

Courtesy Car

With a comprehensive car insurance policy, following an accident, **You** will be provided with use of a standard courtesy car while **Your Insured Car** is undergoing repair, subject to the repair being carried out by **Your Insurer's** approved repairer.

A courtesy car is not available in respect of total loss claims, where the vehicle is stolen and unrecovered, for accidents occurring outside the UK, or for claims under Subsection 4 – Glass Claims.

In the event **You** need to make a claim on **Your** policy **Your Insurer** may instruct an insurer-approved repairer to carry out the repairs. If they do instruct repairs to start, a standard courtesy car will be supplied during the period of the repairs. A standard courtesy car is a category 'A' vehicle, normally a small 3 door, 1 litre petrol/diesel hatchback car.

Guaranteed Repairs

You will receive a 3-year guarantee on all repairs, subject to the repair being carried out by **Your Insurer's** approved repairer.

➔ Subsection 2: Replacement car

The **Insurer** will replace the **Insured Car** with a new vehicle of the same make, model and specification (if one is available in the UK) if, within 13 months of **You** buying the **Insured Car** from new:

- any repair cost or damage in respect of any one claim covered by the policy is more than 60% of the vehicle's UK list price (including vehicle tax and VAT) when the **Insured Car** was purchased, or
- the **Insured Car** is stolen and not recovered.

The **Insurer** will only replace the **Insured Car** if **You**:

- bought the **Insured Car** outright; or
- bought the **Insured Car** under a hire purchase agreement or other type of agreement where ownership passes to **You** and the Finance Company agrees, and
- **You** were the first registered keeper of the **Insured Car**, or the second registered keeper of the **Insured Car** where the **Insured Car** has been pre-registered in the name of the manufacturer or supplying dealer, providing at the time of purchase the mileage was less than 250 miles.

If the qualifying criteria set out above is not met, or **You** do not wish the **Insurer** to replace the **Insured Car** with a new vehicle of the same make, model and specification, the most the **Insurer** will pay will be the **Market Value** at the time of loss or damage.

If **You** are the second registered keeper of the **Insured Car** and it was registered new at least thirty days prior to purchase by **You,** then **You** do not qualify for replacement under this section.

If a replacement car which is the same make, model and specification as **Your** old car is not available, the **Insurer** will pay **You** the price of **Your** car, fitted **Accessories** and spare parts as shown in the manufacturer's last United Kingdom price list, less any **Excess** that may apply.

➔ Subsection 3: The Insured Car's audio, dashcam, satellite navigation, and/or communication equipment

The **Insurer** will pay for the loss of or damage to the **Insured Car's** manufacturer and non manufacturer fitted audio, dash-cam, satellite navigation and/or communication equipment permanently fitted to the **Insured Car** provided their values have been included within the **Market Value** (including **Accessories**) declared to the **Insurer**. The limits in the **Table of Excesses and Benefits** will apply. All claims will be subject to deduction of any **Excess** applicable at the time of the claim. If at the time of loss or damage **You** are an **AA Member** or hold a car insurance policy with optional Breakdown cover, **Your** limits are increased to those shown in the **Table of Excesses and Benefits**.

➔ Subsection 4: Glass damage

The **Insurer** will pay for the repair or replacement of glass in the windscreen, sunroof or window(s) of the **Insured Car** and the scratching of its bodywork caused solely by this damage. The replacement glass may not be made by the vehicle's manufacturer but will be of an equivalent standard.

When required, the **Insurer** will also cover the costs to recalibrate **Your** vehicle's **ADAS** after the replacement of **Your** windscreen.

For claims under Section 2, Subsection 4 – Glass damage, refer to the **Table of Excesses and Benefits** for the limits that will apply depending on whether **You** choose to use **Your Insurer's** approved repairer or a non-approved repairer.

If this is the only damage claimed for, **Your No Claims Discount** will not be affected and is subject to **You** having to pay the applicable windscreen **Excess** as shown on **Your Statement of Fact**.

A courtesy car is not available if the only claim **You** make is under Section 2, Subsection 4.

*Note Third Party **Fire** and **Theft**: Section 2, Section 11, Section 12, Section 13 and Section 15 only apply in respect of loss or damage caused directly by **Fire** or **Theft**.

What is not covered

(a) Young Driver or **Inexperienced Drivers' Excess** as shown on **Your Statement of Fact**.

(b) Loss of use of the **Insured Car** or any loss resulting from loss of use of the **Insured Car**.

(c) Loss of or damage to the **Insured Car** caused from deterioration, wear and tear or depreciation (this includes the failure to properly maintain an electric vehicle's battery systems in line with the manufacturer guidelines).

(d) Loss of or damage to the **Insured Car** by failing to install and/or accept manufacturer recommended **OTA** updates.

(e) Mechanical, electrical, electronic or computer fault, failure, malfunction or breakdown (including failure caused by **Cyber Activity).**

(f) Damage to tyres caused by bursts, cuts, punctures or braking not as a direct result of an accident.

(g) The cost of parts in excess of the manufacturer's last United Kingdom list price.

(h) Loss of or damage to the **Insured Car** by deception by a purchaser or agent.

(i) The part of the cost of any repair or replacement which improves the **Insured Car** beyond its condition before the loss or damage occurred.

(j) Any depreciation in the **Market Value** of the **Insured Car** following its repair the cost of which is the subject of a claim under this insurance.

(k) The policy **Excess** applicable to Subsection 4 as shown on the reverse of **Your Statement of Fact**.

(l) Any compulsory and voluntary **Excess** applicable as shown on the reverse of **Your Statement of Fact**.

(m) Loss of or damage to the **Insured Car** arising from **Theft** when the ignition keys, lock transmitter or entry device (including but not limited to entry card, wearable devices, phones, tablets) for a keyless entry system are left in or on the **Insured Car** whilst it is unattended.

(n) Loss of or damage to the **Insured Car** arising from **Theft** if the **Insured Car** was not switched off, properly locked or if any door, window, roof opening, removable roof panel or hood was left open or unlocked.

(o) The **Insured Car** being confiscated or destroyed by or under order of any government or public or local authority.

(p) Loss from taking the **Insured Car** and returning it to the legal owner.

(q) Under Subsection 4 the **Insurer** will not pay to repair or replace

- **(i)** glass that forms part of a panoramic roof;
- **(ii)** any windscreen or windows not made of glass e.g., Perspex;
- **(iii)** the hood/roof structure of a convertible car.

(r) Loss of or damage to the **Insured Car** caused by a person known to **You** taking the **Insured Car** without **Your** permission, unless that person is reported to the police for taking the **Insured Car** without **Your** permission and **You** assist the police in a prosecution and do not subsequently withdraw **Your** statement or allegation of **Theft**.

(s) The draining, flushing and replenishing of the fuel from the **Insured Car** in the event **You** or any **Permitted Driver** accidently put the wrong fuel in the **Insured Car**.

(t) Any damage to the **Insured Car's** engine if **You** or any **Permitted Driver** were aware of accidently putting the wrong fuel in and still drove the **Insured Car**.

Section 3

Personal belongings

What is covered

The **Insurer** will pay **You** or if **You** so wish the owner of such personal belongings their value up to the limits, in the **Table of Excesses and Benefits**, for any one occurrence for loss of or damage to the personal belongings including but not limited to portable satellite navigation equipment while in or on the **Insured Car** as a result of an accident to the **Insured Car**

Or **Fire**

Or **Theft**

If at the time of the accident or loss **You** are an **AA Member** or hold a car insurance policy with optional Breakdown cover, **Your** limits are increased to those shown in the **Table of Excesses and Benefits**, other than for portable satellite navigation equipment where the limit remains at the lower limit.

What is not covered

(a) Loss of or damage to personal belongings caused by **Theft** if

- **(i)** the **Insured Car** has been left unlocked and unattended or if any door, window, roof opening, removable roof panel or hood was left open or unlocked.
- **(ii)** the ignition keys, lock transmitter or entry device (including but not limited to entry card, wearable devices, phones, tablets) for a keyless entry system are left in or on the **Insured Car** whilst it is unattended.

(b) Money, stamps, tickets, documents or securities.
(c) Goods, tools or samples carried in connection with any trade or business.
(d) Property insured under any other policy.
(e) Personal belongings in the **Insured Car** if it is an open top or convertible vehicle unless the property is in a locked compartment.
(f) Loss of or damage to portable satellite navigation equipment caused by **Theft** or attempted **Theft** from the **Insured Car** whilst unattended unless the equipment has been placed in a locked covered boot or glove compartment.
(g) Compact discs.

Section 4

Damage to trailers

What is covered

The cover indicated in the **Statement of Fact** is extended to apply to any single-axle trailer kept in a safe and roadworthy condition while attached to the **Insured Car** subject to any **Excess**. Refer to the **Table of Excesses and Benefits** for the maximum limits **You** can claim.

What is not covered

(a) Caravans, trailer tents, horseboxes, vehicle transporters or food bars.
(b) Damage to the **Insured Car** and the trailer being towed if the **Insured Car** is not approved to tow (see manufacturer for details).

Section 5

Injury to You and/or Your partner

What is covered

If **You** and/or **Your Partner** suffer(s) accidental bodily injury involving the **Insured Car** or while travelling in or getting into or out of any other private car, then provided that within three months of the accident such injury is the sole cause of:

- death; or
- the loss of a limb; or
- the irrecoverable loss of all sight in one or both eyes;

the **Insurer** will pay **You**, up to the amounts shown in the **Table of Excesses and Benefits**, in respect of **You** and **Your Partner** if injured but only one payment per person will be made in respect of any one accident.

Payment will be made direct to the insured person or to the legal representative of that person.

If **You** or **Your Partner** hold any other motor insurance, payment will be made under one insurance only.

If at the time of an accident **You** are an **AA Member** or hold a car insurance policy with optional Breakdown cover, **Your** limits are increased to those shown in the **Table of Excesses and Benefits**.

What is not covered

(a) Any intentional self-injury, suicide or attempted suicide or any injury arising wholly or in part from natural disease or weakness in any form.

(b) Any death or injury to any person not wearing a seat belt when required to by law.

Section 6

Medical expenses

What is covered

If any occupant of the **Insured Car** is injured in an accident involving the **Insured Car** the **Insurer** will refund any medical expenses incurred up to the limits shown in the **Table of Excesses and Benefits**, for each person injured if these costs cannot be recovered from a responsible third party. If at the time of an accident **You** are an **AA Member** or hold a car insurance policy with optional Breakdown cover, **Your** limits are increased to those shown in the **Table of Excesses and Benefits**.

Section 7

Emergency treatment

What is covered

The **Insurer** will pay for any emergency treatment fees arising from an accident covered by this insurance as required by the Road Traffic Acts. If this is the only payment made **Your No Claims Discount** will not be affected.

Section 8

Car sharing

What is covered

In the **Territorial Limits**, if **You** or any **Permitted Driver** accept payments as part of a car sharing arrangement for the carriage of passengers in the **Insured Car** for social, domestic and pleasure purposes, this will not be regarded as the carrying of passengers for hire or reward or as use for hiring but will be regarded as a use covered by this insurance provided that the total payments for the journey do not involve an element of profit and the passengers are not being carried in the course of a business of carrying passengers.

What is not covered

Vehicles constructed or adapted to carry more than eight passengers (excluding the driver).

Section 9

No Claims Discount

AAISL operate a panel of **Insurers** and each **Insurer** applies their own individual **No Claims Discount** scale. If no claim has been made during the current insurance year, the **Insurer** will include a discount in **Your** renewal premium. The amount of discount will be in accordance with the **Insurer's** scale of **No Claims Discount** applicable at the time of renewal.

If a claim has been made and **Your No Claims Discount** remains outstanding from **Your** previous **Insurers**, **You** may be required to prove **Your** entitlement by producing written evidence from **Your** previous **Insurers**.

If a claim has been made or arisen under this insurance in any one period of insurance, **Your No Claims Discount** will be reduced at the next renewal in accordance with the **Insurer's** 'step back' scale applicable at the time of renewal. **Your No Claims Discount** will usually reduce to 0, 1 or 2 years subject to any **No Claims Discount** protection condition that may apply to this insurance.

For example, if **You** had earned 7 years **No Claims Discount** and were involved in an accident, **Your No Claims Discount** could be reduced from 7 years down to 0, 1 or 2 years subject to any **No Claims Discount** protection.

You may not transfer **Your No Claims Discount** to anyone else unless agreed by **Your Insurer**.

Claims that do not affect Your No Claims Discount

If the only claim **You** make is under Glass Damage – Section 2 Subsection 4
or
under Emergency Treatment – Section 7
or
for incidents for which the **Insurer** obtains a full recovery of all payments made, it will not count as a claim for the purposes of **No Claims Discount**
or
Your vehicle is hit by an identified driver who is not insured, and the accident is completely their fault. See Section 14 of this booklet for more information on the Uninsured Driver Promise.

No Claims Discount protection

If this applies on this insurance, please refer to **Your Statement of Fact** for full details of how many claims are allowed before **No Claims Discount** protection is withdrawn and the **No Claims Discount** is reduced. If **You** have **No Claims Discount** protection on this insurance the premium may still increase at renewal.

Section 10

Travelling abroad

Subsection 1: Compulsory cover outside the Territorial Limits

The **Insurer** will provide the minimum legal cover to enable **You** or a **Permitted Driver** to drive and use the **Insured Car** in any country which the Commission of the European Union approves as meeting the requirements of Article 8 of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (no2009/103/EEC) or as amended.

Where this cover applies

Countries include:

Andorra, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway,

Poland, Portugal, Romania, San Marino, Serbia, Slovak Republic, Slovenia, Spain, Sweden, Switzerland and Vatican City.

Where this cover is less than that provided under Great Britain minimum legal requirements, the higher level will apply.

Subsection 2: Extended cover outside the Territorial Limits

This policy automatically provides **You** or a **Permitted Driver** with the same level of cover as **You** have within the **Territorial Limits** for the number of days stated in the **Table of Excesses and Benefits** in any one period of insurance in the above countries.

The extended cover period will automatically commence as soon as **You** or a **Permitted Driver** enter one of the above countries and will cease after the number of days stated in the **Table of Excesses and Benefits** have been spent in one or a combination of these countries, either as a result of a single trip or multiple trips. Use of the **Insured Car** for periods in excess of the number of days stated in the **Table of Excesses and Benefits** must be notified in advance and cover may be provided at the discretion of **Your Insurer** and at a premium to be advised. No cover beyond the minimum legal requirements will apply unless this condition is met. Where this cover is less than that provided under Great Britain minimum legal requirements, the higher level will apply.

The insurance cover applies while the **Insured Car** is being transported (including loading and unloading) along a recognised sea, air or rail route between any countries to which the insurance applies provided the journey does not take longer than 65 hours under normal conditions.

Cover in these countries is conditional upon **Your** main permanent residence being in the United Kingdom and the visit being only a temporary one.

Visits to any country not listed above must be notified in advance, and if acceptable to **Your Insurer,** a green card will be issued at a premium to be advised. No cover will apply unless this condition is met.

If **You** make a valid claim for loss of or damage to the **Insured Car,** the **Insurer** will pay the cost of transporting and delivering the **Insured Car** to **Your** address in the United Kingdom by sea and/or by a recognised land route when repair has been completed.

The **Insurer** will pay any customs duty for which **You** are liable on the **Insured Car** after it has been temporarily imported into any country notified to be visited by **You** as the direct result of any loss or damage covered by this insurance.

What is not covered

A courtesy car is not available following accidents outside the UK.

Documents for driving abroad in Europe

You will need to take **Your** passport, driving licence, **Certificate of Motor Insurance**, the log book (V5C) for the **Insured Car** and, where required, an International Driving Permit. Please visit theAA.com and gov.uk for more information on driving abroad.

What if I need to make a claim whilst abroad?

If **You** are involved in an accident whilst overseas, **You** can call **AAISL** for emergency advice on the number below. **You** can also use this number to make a claim should **You** need windscreen or other glass repairs: **00 44 3705 329 464.**

Section 11

Lost or stolen keys

What is covered

If the keys, lock transmitter or entry card for a keyless entry system of the **Insured Car** are lost or stolen, the **Insurer** will pay up to limits shown in the **Table of Excesses and Benefits** towards the cost of replacing:

- all entry locks that can be opened by the missing item;
- the lock transmitter, entry card and central locking system;
- the ignition and steering lock.

The **Insurer** may also pay the cost of protecting the **Insured Car**, transporting it to the nearest repairers when necessary and delivering it after repair to **Your** address.

No **Excess** is applicable when making a claim under this section.

*Note Third Party Fire and Theft: Section 2, Section 11, Section 12, Section 13 and Section 15 only apply in respect of loss or damage caused directly by **Fire** or **Theft**.

What is not covered

a) The **Insurer** will not pay any claim where the keys, lock transmitter or entry device (including but not limited to entry card, wearable devices, phones, tablets) are either:

- left in or on the **Insured Car** at the time of the loss; or
- taken without **Your** permission by a member of **Your** immediate family or person living in **Your** home.

b) the use of a courtesy car when **You** make a claim under this section.
c) costs that exceed the **Market Value** of the **Insured Car**.
d) the **Insurer** will not pay for device replacement where the **Insured Car** uses a wearable device, phone, or tablet as an entry device.

Section 12

Child car seats

If **You** have a child car seat or booster seat fitted to the **Insured Car,** the **Insurer** will pay for the cost of replacement of a child seat or booster seat with one of a similar standard following an accident involving the **Insured Car**, or any loss or damage caused by **Fire**, **Theft** or attempted **Theft** from the **Insured Car**.

*Note Third Party Fire and Theft: Section 2, Section 11, Section 12, Section 13 and Section 15 only apply in respect of loss or damage caused directly by **Fire** or **Theft**.

Section 13

Overnight accommodation or onward transport

What is covered

If **You** are unable to continue **Your** journey as a result of loss of or damage to the **Insured Car** under Subsection 1 of Section 2 'Loss or damage' of this policy wording, the **Insurer** will pay **You** up to limits shown in the **Table of Excesses and Benefits** per person in respect of:

- travelling expenses for occupants of the **Insured Car** towards reaching **Your** destination; and/or
- 1 night's hotel accommodation for occupants of the **Insured Car** where loss of use necessitates an unplanned overnight stop.

You must pay for the accommodation or travelling expenses yourself and submit receipts for the **Insurer** to reimburse **You**.

*Note Third Party Fire and Theft: Section 2, Section 11, Section 12, Section 13 and Section 15 only apply in respect of loss or damage caused directly by **Fire** or **Theft**.

What is not covered

- Newspapers, drinks, telephone calls and meals.

Section 14

Uninsured driver promise

If **You** make a claim following an accident, **You** will not lose **Your No Claims Discount** or have to pay any **Excess**, provided that:

- the **Insurer** can establish that the accident is not **Your** fault and the driver of the other vehicle is identified and is not insured; and
- **You** give the **Insurer** the other vehicle's make, model and valid registration number.

It will help us to confirm who is at fault if **You** can supply the names and addresses of any independent witnesses, if available. If possible, **You** should also supply the name and address of the person driving the other vehicle.

When **You** claim **You** may have to pay **Your Excess** and may also temporarily lose **Your No Claims Discount**.

If subsequently the **Insurer** is satisfied that the accident was not **Your** fault, they will repay **Your Excess**, reinstate **Your No Claims Discount** and refund any premium which may be due to **You**.

The Uninsured Driver Promise is applicable to comprehensive policies only and applies to both **You** and any **Permitted Driver**.

Section 15

Electric vehicles

In addition to the benefits, exclusions and conditions detailed elsewhere in this Policy Booklet the following applies specifically to electric vehicles:

What is covered

The **Insured Car's** battery, whether owned or leased, for accidental damage, **Fire** and **Theft**.

Accessories owned by **You,** for accidental damage, **Fire** and **Theft** whilst in the **Insured Car** or in use at a garage or at home.

Please refer to Section 1 – Liability to others for liabilities arising from the use of the **Insured Car**, including but not limited to trailing cables when connected to a charge point.

You should always follow local restrictions when charging in a public place and ensure any cable does not create a trip hazard.

*Note Third Party Fire and Theft: Section 2, Section 11, Section 12, Section 13 and Section 15 only apply in respect of loss or damage caused directly by **Fire** or **Theft**.

What is not covered

(a) Misuse of the **Charging Cables**, such as overcharging/undercharging
(b) Cost to repair/replace faulty **Charging Cables**
(c) Cost to repair/replace faulty charging points.
(d) Loss or damage to the **Insured Car** due to it being towed in a way that does not meet the manufacturer instructions.

Section 16

General exclusions

This insurance does not cover any accident, injury, loss, damage or liability:

1. when the **Insured Car** is being driven by or is in the charge of, for the purpose of being driven by, a person who is not a **Permitted Driver** or the **Insured Car** is being used for any purpose not specified in **Your Certificate of Motor Insurance**; or

2. when the **Insured Car** is being driven by or is in charge of for the purpose of being driven by a person who is not complying with any conditions attaching to their driving licence or who does not hold, or at the relevant time was disqualified from holding, a driving licence which permits them to drive the **Insured Car**; or

3. attaching as a result of an agreement or contract unless that liability would have existed otherwise; or

4. arising outside the **Territorial Limits** other than as provided for in Section 10 Travelling Abroad; or

5. directly or indirectly caused by

(a) ionising radiation or radioactive contamination from nuclear fuel or waste; or

(b) the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts; or

6. caused directly or indirectly by, or arising from, any of the following, and regardless of any other contributory cause or event:

(i) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to an uprising, military or usurped power; or

(ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above except as is necessary to meet the requirements of the Road Traffic Acts; or

(iii) Terrorism

7. other than cover provided under Sections 1 and 7, arising from or caused by:

(a) earthquake; or

(b) riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands; or

8. when any vehicle insured by this insurance document is being driven or used in or on that part of an aerodrome airport airfield or military base provided for:

(a) the take-off or landing of aircraft and for the movement of aircraft on the surface; or

(b) aircraft parking aprons including the associated service roads refuelling areas and ground equipment parking areas; or

9. when the **Insured Car** is being driven or used

(a) for hiring, racing, competition, rallies, trials, (other than road safety rallies or treasure hunts); or

(b) for the carriage of passengers for hire or reward; or

(c) for any purpose in connection with the motor trade.

10. If an accident occurs whilst **You** or any person entitled to drive the **Insured Car** under **Your** current **Certificate of Motor Insurance** are driving and:

(a) are found to be over the legal limit for alcohol in the country in which the accident occurs; or
(b) are driving whilst unfit through alcohol or drugs, whether prescribed or not; or
(c) fail to provide a sample of breath, blood or urine when required to do so, without lawful reason.

Cover will be limited to meeting obligations under the Road Traffic Acts. The **Insurer** reserves the right to recover from **You**, or the **Permitted Driver**, all sums paid in respect of any claim arising from the accident if it is required to deal with such claim as a result of its obligations under the various Road Traffic Acts or other legislation.

11. Loss or damage caused as a result of a deliberate act by anybody insured by this policy.

Please note that, notwithstanding Section 16, paragraph 1 above, the **Insurer** will cover **You** if:

(a) the **Insured Car** is being used without **Your** consent; or
(b) the **Insured Car** is in the custody or control of a member of the motor trade for service or repair, or of valet parking staff, or is being parked by an employee of a hotel, restaurant or car parking service; or
(c) **You** did not know that the person driving, or in charge of, the **Insured Car** did not, at the relevant time, hold a valid licence to drive it.

12. For any consequence whatsoever which is directly or indirectly, wholly or in part, the result of, caused by, arising from or in connection with any **Cyber Activity** except to the extent that the **Insurer** must provide cover under the Road Traffic Acts.

13. For any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** except to the extent that the **Insurer** must provide cover under the Road Traffic Acts.

14. Loss or damage caused by the unauthorised use and/or access to **Computer System(s)** or electronic components and systems, resulting in any reprogramming of software, introduction of malware, codes or viruses with the intention or effect to cause such systems to stop, fail or function otherwise than is intended by the vehicle manufacturer, except to the extent that the **Insurer** must provide cover under the Road Traffic Acts.

Section 17

General conditions

Subsection 1: General

17.1.1 The insurance described in this document will only apply if:

(a) the person claiming has observed all the terms conditions and **Endorsements** of this insurance contract; and

(b) You have taken all reasonable steps to protect the **Insured Car** and **Accessories** from any loss or damage.

17.1.2 **You** must have also kept the **Insured Car** in an efficient and roadworthy condition, and **You** must have a valid Ministry of Transport (MOT) test certificate if required by law.

17.1.3 **You** are using the **Insured Car** in accordance with the manufacturer's specifications, including that the number of passengers, the weight carried, and towing weights are within permitted limits.

17.1.4 **You** allow the **Insurer** free access to examine the **Insured Car** at an agreed time.

Subsection 2: Keeping your policy up to date

17.2.1 **You** must tell **AAISL** before **You** need the revised cover to start if:

- **You** change **Your** car or wish to add an additional car; or
- there is any change in or to any information previously provided about **Your** occupation or that of any other **Permitted Driver** (including any change between full and part-time occupation); or
- **You** want to change how **You** use the **Insured Car** (for example to include business use); or
- **You** wish to make changes to the **Permitted Driver(s)**; or
- any additional audio, satellite navigation or communications equipment is to be permanently fitted to the **Insured Car**; or
- any modification or engine conversion (from the manufacturers original specifications) is going to be made to any **Insured Car**, this includes changes to the:

  a) Appearance (cosmetic changes), such as alloy wheels or paint

  b) Bodywork, such as body kits or spoilers

  c) Suspension or brakes

  d) Performance of the vehicle, such as the engine management system or exhaust

  e) Audio/entertainment system

Note: This list is not exhaustive. If in doubt, please call **AAISL**.

17.2.2 **You** must tell **AAISL**, as soon as possible, and in any event within 14 days, if

- **You** change **Your** address or the address where the **Insured Car** is kept overnight; or
- **You** or any other **Permitted Driver** have been declared unfit to drive by the DVLA or been advised not to drive by a doctor or by other medical healthcare professional; or
- there is any change to the **Insured Car's** estimated annual mileage, as previously notified; or
- **You** or any other **Permitted Driver** has had a change to their driving licence type (for example from provisional UK licence, or foreign licence, to full UK licence).

17.2.3 **You** must tell **AAISL** before next renewal if:

- **You** are, or any other **Permitted Driver** is, involved in any claim, incident or loss (including any accident or **Theft**, whether or not this may give rise to a claim and irrespective of who is to blame); or
- **You** or any other **Permitted Driver** has committed and been convicted of any motoring offence, received any driving licence **Endorsements**, or fixed penalties (other than in relation to parking), or have been disqualified from driving.

17.2.4 Failure to notify any required changes and to take reasonable care to ensure that any information supplied is provided honestly, fully and correctly may result in **Your** policy being cancelled or treated as if it never existed, or in **Your** claim being rejected or not fully paid.

17.2.5 **AAISL** may in some instances charge an administration fee of up to £25 if **You** require changes to **Your** policy.

Subsection 3: Cancellation

Procedures are explained below dependent on who invokes cancellation.

Please note that if **You** cancel **Your** car insurance policy or it is cancelled by **AAISL** or **Your Insurer** for any reason, then any **Additional Cover** such as Excess Protection shall automatically be cancelled on the same date.

Cancellation by You

If **You** need to cancel **Your** policy, contact **AAISL** on 0330 053 0203 or write to AA Insurance Services, Q3 Quorum Business Park, Benton Lane, Newcastle Upon Tyne, Tyne & Wear, 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 £28.

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). **Your Insurer** will refund a percentage of the premium calculated on a daily pro rata basis equivalent to the period of cover left unused. The charge for this period of cover will always be a minimum of £15, and **AAISL** will also retain its arrangement fee* of £28.

If **You** do not exercise **Your** right to cancel **Your** policy, it will continue in force and **You** will be required to pay the premium.

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. The charge for this period of cover will always be a minimum of £15. No refund of premium will be allowed if a claim has or is being made against this policy prior to such cancellation during the current period of insurance. **AAISL** will charge a cancellation fee* of £32.50 and also retain its arrangement fee* of £28. If **You** have chosen to pay **Your** annual premium by instalments and a claim has been made **You** must pay in full any premium due.

Cancellation by AAISL (Instalment defaults)
If **You** are paying by instalments, **You** irrevocably authorise **AAISL**, as **Your** agent, at **AAISL's** discretion to cancel this insurance (and any **Additional Cover**) following and in accordance with any default notice sent to **You**. **Your Insurer** or **AAISL** will send at least 7 days' notice to **Your** last known address before cancelling this insurance. **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 its cancellation fee of £32.50, its arrangement fee* of £28 and any premium outstanding on any **Additional Cover**. Any residual balance of return premium remaining after these deductions will be paid to **You**. Please note where a claim has or is being made against this policy and the policy is cancelled under this paragraph, no refund will be available from the **Insurer** and no refund of any **AAISL** 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 valid grounds to do so, these are:

1. **You** provide **Us** with inaccurate or incomplete information.
2. **You** fail to pay the premium.
3. **You** use threatening or abusive behaviour or language towards **AAISL** or **Insurer** staff or suppliers.
4. **You** make a change to **Your** information which renders the risk no longer acceptable for **Us** to insure.
5. **You** no longer own the **Insured Car**.
6. The **Insured Car** has been declared a total loss.
7. Failure to supply requested validation documentation (for example, proof of address, V5, proof of purchase, proof of **No Claims Discount**, Driving Licence of any named driver, Security certificate etc.).

Your Insurer or **AAISL** will send at least 7 days written notice to **Your** last known address.

Provided that:

- **(i)** the **Insured Car** has not been subject to a total loss claim (i.e., written off or stolen and not recovered);
- **(ii)** there has not been a fault claim made against the policy;
- **(iii)** cancellation is not due to a false declaration or fraud; and
- **(iv)** all instalment payments are fully up to date

then a full pro rata premium refund from the date of cancellation will be paid to **You** (but no refund of any **AAISL** arrangement or cancellation fees* will be made with the exception of point 4 when no cancellation fee will be charged).

If **You** pay **Your** premium by instalments, **You** authorise **AAISL** to receive any refund of premium from the **Insurer** and apply it to pay or reduce any sums owed to **AAISL**. Any residual balance of return premium remaining after these deductions will be paid to **You**.

The refund set out above will not apply if the **Insurer** cancels this policy or declares the policy void because of fraud or deliberate or reckless non-disclosure and the **Insurer** is legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012. If the **Insurer** or **AAISL** identify fraud then the cancellation of **Your** policy may be immediate.

If fraud has been identified, then the **Insurer** or **AAISL** may cancel **Your** policy with immediate effect or backdate it to when the fraud was committed. **You** would be notified by letter to **Your** last known address and there will be no refund of any premium or arrangement fee* paid by **You** for **Your** policy.

If **AAISL** becomes insolvent then the **Insurer** may either, at its option:

1. appoint an administrator to take over the **AAISL** 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 from the **Insurer** 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 '**You**, the AA and **Your** car insurance contract with Automobile Association Insurance Services Limited'. (This contract will also be cancelled if **You** cancel **Your** car insurance policy). Any cancellation by **You**, the **Insurer** or **AAISL** will not affect any rights and responsibilities arising before cancellation takes place.

→ Subsection 4: Making a claim

(a) When an accident injury loss or damage occurs **You** or **Your** legal representative or any person claiming the benefit of this insurance must:

- **(i)** notify **AAISL** or the **Insurer** as soon as reasonably possible giving full details as may be required by **AAISL** or the **Insurer**;
- **(ii)** if requested by **Your Insurer,** confirm proof of **No Claims Discount** entitlement if previously unproven by producing written evidence from **Your** previous insurance company;
- **(iii)** send to the **Insurer** unanswered any letter claim writ or summons immediately after it is received;
- **(iv)** tell the **Insurer** immediately after receipt of notification of a prosecution coroner's inquest or fatal accident inquiry or any other proceedings whether criminal or civil in connection with any accident for which there may be liability under this insurance;
- **(v)** not make any admission, offer, repudiation or promise of payment without the **Insurer's** written consent;
- **(vi)** if requested by the **Insurer**, provide **Your** current **Insured Car** keys and documents including the V5C registration document, MOT certificate (if applicable), receipt and servicing documents and any other documents necessary to deal with **Your** claim. Where these cannot be produced the value of **Your** claim may be reduced.

(b) The **Insurer** will be entitled to take over and conduct at the **Insurer's** expense in **Your** name or in the name of any other person insured by this insurance document:

- **(i)** the negotiation defence or settlement of any claim;
- **(ii)** legal proceedings to recover for the **Insurer's** own benefit any payments made under

this insurance.

You or any other person covered by this insurance must give the **Insurer** all documentation, help and information they may need.

(c) When a claim is reported against the policy, the **Insurer** reserves the right to recover any losses or costs from **You** or the **Permitted Driver** when a claim is rejected for:

(i) alcohol or drug driving exclusions (Section 15.10) or;
(ii) the policy being declared void for misrepresentation or fraud.

(d) Other insurance

Your Insurer will not cover the same claim, if at the time of an accident that leads to a claim on this policy there is any other insurance covering the same loss, damage, expense or liability. This condition does not apply to any benefits under Section 5 – Injury to **You** and/or **Your Partner**.
This provision will not place any obligation on the **Insurer** to accept any liability under Section 1 – Liability to Others, which the **Insurer** would otherwise be entitled to exclude under Exclusion (d) to Section 1.

(e) If the law of any country in which this insurance operates obliges the **Insurer** to pay a claim which would not otherwise be within the scope of this insurance the **Insurer** is entitled to recover the amount from **You** or the person who incurred the liability.

(f) If **You** make a claim which is at all false or fraudulent or support a claim with any false or fraudulent statement or documents, **You** will lose all benefit and premiums **You** have paid for this policy. In addition:

The **Insurer** may recover any sums paid by way of benefit under this policy. If **You** fraudulently provided **AAISL** with false information, statements or documents, the **Insurer** may cancel **Your** policy with immediate effect and record this on the anti-fraud databases; the **Insurer** may also notify other organisations.

➔ Subsection 5: Contract law, etc.

17.4.1 Applicable contract law

You and the **Insurer** are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which **You** reside at the inception of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply.

17.4.2 Applicable language

The terms and conditions and all other information concerning this insurance are supplied in the English language and the **Insurer** undertakes to communicate in this language for the duration of the policy.

17.4.3 General Revision Endorsement 2001 – The Contracts (Rights of Third Parties) Act 1999

None of the terms and conditions, or benefits, of **Your** insurance cover are enforceable by anyone else other than **You** or someone **You** have authorised. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or the Contract (Third Party Rights) (Scotland) Act 2017 (as applicable), or any replacement or amendment of such act, are excluded.

➔ Subsection 6: 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 not be refunded to **You**.

➔ Subsection 7: Preventing loss and damage

You and all persons **Insured** must take reasonable care to safeguard **Your Vehicle** to prevent accidents, **Theft**, loss or damage. **You** shall maintain **Your** vehicle in a roadworthy condition and install any safety critical **Software** updates made available by the vehicle manufacturer. **You** must not modify, install or permit the installation of **Software** except those provided by and/or approved by the vehicle manufacturer.

Additional Cover

The following sections set out the terms and conditions of the additional cover you may have with your car insurance policy. Please refer to your Statement of Fact to check any additional cover you have.

Motor Legal Assistance

If you have Motor Legal Assistance as additional cover with your car insurance policy, the following section applies. Please refer to your Statement of Fact to check the additional cover you have.

Motor Legal Assistance

Silver	Gold	Platinum
Optional – Check your Statement of Fact	Included as standard	Included as standard

Motor Legal Assistance – Your arrangement and administration contract with Automobile Association Insurance Services Limited.

This section includes everything you need to know about Motor Legal Assistance.

Which companies do we work with?

AAISL have chosen to work with Acromas Insurance Company Limited who insure the elements of your Motor Legal Assistance that assist with the recovery of uninsured losses and compensation for personal injury following an accident, motoring prosecution defence, motor contract disputes and for the costs of the Driver Confidence lessons. Please note that when receiving your premium, making a refund to you and handling any claims monies, AAISL act as an agent for your insurer.

Additional Motor Legal Assistance Services

- Access to a 24/7 Legal Assistance Helpline; and
- Access to a range of motoring related Legal Documents.

These services do not form part of the insurance cover underwritten by Acromas Insurance Company Limited but will no longer be available if your Motor Legal Assistance policy is cancelled or not renewed.

Conditions of use – Legal Assistance Helpline and Legal Document Service.

Legal Assistance Helpline

A team of legal experts including qualified professionals is on hand to take your call about personal legal matters, anytime. There is no limit to the number of calls you can make, or to the time your calls take.

The advice is available 24 hours a day, 365 days a year, and can be confirmed in writing if requested. The team cover United Kingdom law as well as Channel Islands and Isle of Man but unfortunately do not cover the Republic of Ireland.

To contact the team please call 0345 070 0933, calls are charged at local rates from landlines, mobile charges may be higher.

The Legal Assistance Helpline is provided by Lyons Davidson Ltd, Victoria House, 51 Victoria Street, Bristol, BS1 6AD. Please note that the legal team do not have access to your car insurance policy records and cannot offer advice or assistance on matters relating to your policy, or to a claim being made on a policy.

The Legal Assistance Helpline provides basic guidance to customers on any personal legal matter (excluding any matters relating to the customer's insurance, any products or services provided by the insurer or an AA Group company).

Any information provided through the Legal Assistance Helpline is given as a general preliminary guide only and should not be relied upon as a substitute for formal legal advice given in the context of full information (including documentation) provided by you in a properly defined engagement. It is sometimes difficult to cover all relevant aspects by telephone and as each situation is dependent on the exact nature of the facts, a personal consultation with a solicitor (which is not covered by the terms of this policy and would be at your own cost) may be the only way by which an accurate analysis of individual circumstances can be made.

AAISL reserve the right to withdraw the service if it is being misused and/or abused.

Online Legal Document Service

Access to a range of motoring related legal documents, such as, appealing against a parking ticket. The documents ask you a series of easy-to-answer questions each with helpful explanations and often, examples. Based on your responses, the online tool drafts and tailors the required clauses to create a document suitable for your circumstances. There are no set restrictions to the number of times you can access and use the legal document templates however AAISL reserve the right to withdraw the service for a particular user if AAISL deem it is being misused and/or abused. AAISL reserve the right to withdraw the service from you or generally at any time without notice.

To view the available documents, go to theAA.com/insurance/car-insurance-motor-legal-assistance.html and click on 'Legal document templates'. Your car insurance policy number will be required to access the documents.

The documents are available and free to Motor Legal Assistance policyholders for their own personal non-commercial use. The templates are provided for your benefit alone and not for the benefit of family, friends and other parties.

Who these additional services are provided by

- The Legal Assistance Helpline is administered on behalf of AAISL by Lyons Davidson Limited.
- AA Legal Documents is provided by Lyons Davidson. Lyons Davidson is a trading name of Lyons Davidson Limited, a company registered in England & Wales (company no.

7592441) authorised and regulated by the Solicitors Regulation Authority. Our registered office is at Victoria House, 51 Victoria Street Bristol BS1 6AD where a list of directors is available for inspection. VAT No. 138 1494 61.

Demands and needs

This policy meets the demands and needs of customers who require legal assistance to help recover any losses not covered under their car insurance policy, or to help defend a motoring prosecution or assist in motoring related contract disputes or require access to a legal helpline or a 2-hour driver confidence course with AA Driving School following an accident.

What's included in your Motor Legal Assistance policy

Uninsured Loss Recovery

In the event of damage to your car, legal experts will examine your claim and, if they feel that you have a valid claim against a third party and it is more likely than not your case will be successful, they will work hard to get the claim settled in full, fast. This cover can help with the legal costs for essential out of pocket expenses such as, your policy excess and essential alternative transport or loss of earnings. There's no solicitor's fee to pay, so you keep all of your damages.

Personal Injury Compensation

If you or any passenger in your car is injured in an accident, you should report this to Accident Assist on 0330 053 0322 as soon as possible. This service will then help you and your passengers to claim compensation for your injuries if another driver was at fault by providing cover for a legal representative to act for you in respect of the claim.

Motoring Prosecution Defence

Legal costs (excluding court costs) to represent or defend you, and/or a named driver on your car insurance policy, if you are being prosecuted because of the ownership or use of your vehicle and it is more likely than not that your case will be successful. This includes pleas in mitigation where it is more likely than not a plea in mitigation will affect the outcome.

Motor Contract Disputes

Legal costs to represent or defend you if there is a dispute involving the sale or purchase of goods or services for your vehicle, including the sale or purchase of the vehicle itself, and it is more likely than not that your case will be successful.

Driver Confidence Lessons

Costs to cover a maximum of two hours Driver Confidence Lessons with AA Driving School qualified instructors to help you get back onto the road should you have an accident in the vehicle insured on your car insurance policy.

Contact information

Make sure you have your policy number and customer ID to hand.

	Contact details	Opening hours
To discuss Uninsured Loss Recovery	**0330 053 0322**	24 hours a day, 7 days a week
To discuss Driver Confidence lessons		
To report an injury arising from a car accident		
To discuss a Motoring Prosecution or Motor Contract Dispute	**0345 026 5156**	9am to 5pm Monday to Friday
To access our Legal Assistance Helpline	**0345 070 0933**	24 hours a day, 7 days a week
To access our online Legal Document Service	**theAA.com/insurance/car-insurance-motor-legal-assistance.html**	

Motor Legal Assistance – Your contract with the Insurer

Your Motor Legal Assistance Insurer

Your Motor Legal Assistance 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: Level 3, Plant, Basing View, Basingstoke, Hampshire, RG21 4HG. Registered in England number 2414212. Motor Legal Assistance 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.

The Legal Assistance Helpline and the Legal Document Download services are not underwritten by Acromas Insurance Company Limited and are services provided by AAISL.

Acromas Insurance Company Limited has agreed to insure you for the cost of claims under this policy subject to the terms, conditions and exclusions contained in this policy wording during any period of cover for which you have paid or agreed to pay the policy premium. The contract of insurance is between the insurer and the insured. Save for the rights granted to AAISL under this contract any person or company who is not party to this contract does not have any rights

they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.

➔ Applicable contract law

Unless the insurer has agreed otherwise, this contract will be governed by English Law.

➔ Applicable language

The terms and conditions and all other information concerning this insurance are supplied in the English language and we undertake to communicate in this language for the duration of the policy.

Definitions

Certain words and expressions used throughout and up until the end of this Motor Legal Assistance section of this policy booklet have a specific meaning. To help identify these we have highlighted them in **bold** throughout.

AAISL	Automobile Association Insurance Services Limited.
Appointed Representative	A solicitor, lawyer or appropriately qualified person, firm or company.
Authorised Legal Costs	**Appointed Representative's** fees and expenses (excluding court costs when defending a motoring prosecution) properly incurred with the prior consent of the **Insurer**, or incurred under any fixed recoverable costs scheme, whichever is the lower 1. (a) that result from the pursuit of a successful claim for **Service**, and (b) are not capable of being recovered from the **Other Party**, or 2. (a) that result from the pursuit of an unsuccessful claim for **Service**, and (b) are subject to assessment by the court or by agreement, and/or 3. The legal costs of the **Other Party**, subject to assessment by the court or by agreement if the **Insured Person** becomes legally liable for them.
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, which may lead to a claim under the policy.
Inquiry	An inquest held in the coroner's court into the **Insured Person**'s death.
Insured	The person to whom this certificate is issued.
Insured Event	The accident, motoring offence or contract dispute involving the **Insured Car** that has led to a claim under this insurance policy.

Insured Person	**i.** The **Insured** and/or **ii.** any person covered to drive under the car insurance policy who is authorised by the **Insured** to drive or a passenger in the **Insured Car**, and who at the time of the accident is travelling in, or getting into or out of the **Insured Car**, and/or **iii.** the owner of the **Insured Car** when this person is not the **Insured**.
Insured Car	The car with the registration number described in Section 1 of the current **Certificate of Motor Insurance** issued in respect of a car insurance policy.
Insurer	Acromas Insurance Company Limited.
Legal Proceedings	Action to be taken in a court when efforts to settle the **Insured Person**'s claim by way of negotiation have failed.
Motor Contract Dispute(s)	Representation or defence following a dispute about any contract made by **You**, or on **Your** behalf, for the sale or purchase of goods or services for **the Insured Car** including the sale or purchase of the **Insured Car** itself.
Motoring Prosecution Defence	Representation or defence from prosecution for **You**, and/or a named driver on **Your** car insurance policy, resulting from the ownership or use of the **Insured Car**. This includes pleas in mitigation where **We** consider there is a 51% and above chance of the plea materially affecting the outcome.
Other Party	The party(ies) including their **Insurer**(s) or legal representative(s) who the **Insurer** considers is responsible for the losses being claimed.
Reasonable Prospects	Where **We** consider there is a 51% and above chance of succeeding with the **Insured Person**'s claim and enforcing any award or succeeding with the **Insured Person**'s defence (including pleas of mitigation for **Motoring Prosecution Defence** where **We** consider there is a 51% and above chance of the plea materially affecting the outcome) and that in the same circumstances any private paying client would be advised to pursue the claim.
Service	Assistance in the recovery of **Uninsured Losses**; and/or a **Motoring Prosecution Defence**; and/or assistance with a **Motor Contract Dispute**.
Territory	The United Kingdom, Isle of Man and Channel Islands.

Uninsured Loss(es)	One or more of the following arising directly out of an accident: **(i)** the car insurance policy **Excess;** **(ii)** the cost of essential alternative transport; **(iii)** loss of earnings; **(iv)** essential out of pocket expenses; **(v)** the cost of repairing the **Insured Car** or its Market Value, where the car insurance policy is not on a Comprehensive basis; or **(vi)** damages for personal injuries sustained in the accident by the **Insured Person.**
We/Us/Our	The **Insurer**.
You/Your	The **Insured**.

Policy Wording

1. The Legal Assistance Service

1.1 The **Service** is provided subject to:
(a) the terms of this policy;
(b) the car insurance policy being in force;
(c) the **Insured Event** occurring during the period of this Motor Legal Assistance policy; and
(d) the maximum amount payable for **Authorised Legal Costs** (Condition 6).

1.2 We will provide the **Service** to the **Insured Person** unless stated otherwise in this policy.

1.2.1 For **Uninsured Losses** where these losses have been incurred as:
(a) a result of an accident involving the **Insured Car**;
(b) where the **Other Party** is to blame;
(c) there are **Reasonable Prospects**;
(d) **You** have provided evidence of the financial losses **You** have suffered.

1.2.2 For **Motoring Prosecution Defence** where:
(a) cover is not already provided under Section 1. Liability to others, of **Your** car insurance policy; and
(b) there are **Reasonable Prospects**.

1.2.3 For **Motor Contract Disputes** where:
(a) the **Authorised Legal Costs** do not exceed:

(i) 100% of the purchase price of the **Insured Car** for disputes about the sale or purchase of the **Insured Car**; or

(ii) the cost of the goods or services or, if greater, the amount of damage caused to the **Insured Car** as a direct result of the dispute about the sale or purchase of goods or services for the **Insured Car**;

(iii) there are **Reasonable Prospects**.

1.3 The **Service** includes:

(a) providing advice;

(b) negotiations with the **Other Party** or prosecuting body; and

(c) the payment **of Authorised Legal Costs** by **Us**.

1.4 How to obtain the **Service**:

1.4.1 For **Uninsured Loss** claims **You** must first report the accident to Accident Assist on 0330 053 0322 (24 hours a day, 7 days a week).

1.4.2 For **Motoring Prosecution Defence** or **Motor Contract Dispute** claims **You** must notify **AAISL** of the prosecution notice or contract dispute on telephone number 0345 026 5156.

1.4.3 Documentary evidence must be supplied in support of the claim for **Service**.

Freedom to appoint a representative of the **Insured Person**'s choice

(a) The **Insured Person** may appoint a representative to act on their behalf in any **Inquiry** or **Legal Proceedings** or

(b) The **Insured Person** may appoint a representative to act on their behalf whenever a conflict of interest arises with a representative appointed by **Us**.

2. Driver Confidence lessons

We will pay the cost of a two hour Driver Confidence lesson provided by an AA Driving School franchised instructor for up to four persons named as a driver on the current **Certificate of Motor Insurance** (issued in respect of the **Insured Car** and valid at the time of claim) in the event that:

(i) a road traffic accident has occurred involving the **Insured Car**;

(ii) the accident has been reported to Accident Assist as set out below; and

(iii) the person(s) claiming the Driver Confidence lessons were in the **Insured Car** at the time of the motor accident.

We will not cover costs:

(a) for more than four named drivers, including **You**;

(b) for Driver Confidence lessons arising out of more than one road traffic accident in each policy year;

(c) where **You** have not obtained the prior approval of Accident Assist to the booking of the Driver Confidence lesson (as set out below); or

(d) for rebooking the Driver Confidence lesson(s) if the eligible person fails to attend the arranged lesson(s) without prior notification, or cancels the lesson(s) with less than 48 hours' notice to the AA Driving School on the phone number provided below.

You must notify Accident Assist on 0330 053 0322 that an eligible person wishes to take advantage of this benefit within three months of the date of the road traffic accident and the lessons must be taken within one year of the road traffic accident.

If the claim is accepted, Accident Assist will arrange for the AA Driving School to make direct contact to arrange the Driver Confidence lesson(s) with one of their franchised instructors at a time and date to be mutually agreed. The instructor will be a self-employed franchisee of Automobile Association Developments Limited (the 'AA Driving School') and will provide the lesson(s) subject to the terms and conditions of the lessons as set by AA Driving School (copies available on request).

Conditions

1. Notification

You must contact **AAISL** to request the **Service** or the Driver Confidence lessons as soon as possible. All requests must be received no later than three months from the **Insured Event** date.

2. Service claims, investigation and prospects of recovery

(a) **We** or the **Appointed Representative** will investigate the circumstances of the **Insured Event** to decide whether there are **Reasonable Prospects**.

(b) If at any time **We** or the **Appointed Representative** consider the **Insured Person** does not have **Reasonable Prospects**, **We** will not commence or continue the claim.

(c) **AAISL** will notify the **Insured Person** in writing, giving reasons for **Our** decision to discontinue handling the claim. There will be no further entitlement to receive the **Service** in respect of the **Insured Event** in question.

3. Pursuit of claim and co-operation in relation to the Service

(a) The **Insured Person** and **Appointed Representative** must co-operate fully with **Us, AAISL** and/or the **Insurer**. This may include the disclosure of the **Insured Person's** contact information to the **Other Party** or prosecuting body, where such disclosure is deemed beneficial to the progress of the claim.

(b) The **Insured Person** will be liable to reimburse **Us** for all costs, fees, hire charges, Driver Confidence lessons and other expenses incurred by **Us** if they fail to cooperate with **Us** or **AAISL** in pursuit of the claim.

4. Negotiations and settlement

(a) All offers of settlement received from the **Other Party** or reduced penalty received from the prosecuting body will be communicated to the **Insured Person**.

(b) If the **Insured Person** does not wish to accept an offer which **We** consider to be realistic, **We** will not be under any obligation to continue to provide the **Service** in respect of the claim concerned.

(c) If **We** consider that there is unlikely to be a realistic settlement from the **Other Party**, **We** may discontinue and terminate the pursuit of the **Insured Person**'s claim. See also Condition 2(c).

(d) **We** may, at **Our** absolute discretion, make a payment to the **Insured Person** in lieu of **Uninsured Losses**, of a sum representing the likely compensation from the **Other Party**.

5. 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** claim;

(b) keeping **Us** informed regularly of **Authorised Legal Costs** incurred;

(c) informing **Us** of any settlement offers, including an offer of reduced penalties, 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** 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 **Authorised Legal Costs** shall not in any circumstances exceed hourly rates **We** would pay to **Our Appointed Representatives**. 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**.

6. Financial limit of Authorised Legal Costs

The maximum amount payable by **Us** per claim for **Authorised Legal Costs** shall not exceed £100,000 (inclusive of VAT) for **Uninsured Losses** claims or £10,000 (inclusive of VAT) for **Motoring Prosecution Defence** or **Motor Contract Dispute** claims.

7. Proportionality

We will only pay **Authorised Legal Costs** that are proportionate to the amount of damages that **You** are claiming. **Authorised Legal Costs** in **Excess** of the amount that **You** are entitled to recover from the **Other Party** will not be covered.

8. Supervision of Legal Proceedings

(a) **We** shall have direct access to the **Appointed Representative** at all times and be entitled to receive full details of all negotiations and **Legal Proceedings** undertaken, together with all documents relating to the claim, (including the original file of the **Appointed Representative**).

(b) The **Insured Person** or **Appointed Representative** shall notify **Us** of any offer or payment, including reduced penalties, in settlement of the claim. If **We** consider that any such offer, payment or reduced penalty is realistic and notify the **Appointed Representative** in writing with **Our** opinion, **We** shall not be liable to pay any **Authorised Legal Costs** incurred thereafter.

(c) If **We** decide at any time that the **Insured Person**'s claim no longer has **Reasonable Prospects**, **We** shall notify the **Insured Person** and the **Appointed Representative** in writing to that effect. The **Appointed Representative** shall try to negotiate settlement of the claim on the best terms possible. If settlement has not been reached within 28 days of **Our** notification, **We** shall not be liable to pay any **Authorised Legal Costs** incurred thereafter.

(d) To the extent that any claim for **Authorised Legal Costs** is increased because of the failure of the **Appointed Representative** to diligently and effectively pursue the claim, then **We** shall not be liable to contribute to that increase.

(e) Except by agreement, **We** will not pay for any **Authorised Legal Costs** until after the conclusion of the claim. **We** reserve the right to request that all such accounts be submitted for assessment by the Court, or for certification by any relevant professional body.

9. Subrogation

The **Insured Person** agrees that where **We** make any payment to the **Insured Person** in respect of recoverable **Uninsured Losses**, the **Insured Person** gives **Us** authority to recover those losses on behalf of the **Insured Person**, in **Our** own name and for **Our** benefit.

10. Fraud

If **We** discover that **You**, anybody insured by this policy or anyone acting for **You** has knowingly:

- made a fraudulent or false claim in full or in part or exaggerated the amount of the claim;
- misrepresented any answers to **Our** questions or withheld any relevant information in order to influence **Us** to accept a claim;
- provided false or invalid documents in support of a claim; or following an allegation or suggestion of fraud by **Us** or another **Insurer**, withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void.

We will

- investigate the claim and this could result in legal action by **Us.**

We may

- treat **Your** policy as if it never existed from the date of the fraud or misrepresentation and retain any premium **You** have paid for these policies;
- serve **You** with a 7-day notice of cancellation on all other policies that **You** hold with **Us**; and
- pass details to the police and fraud prevention agencies
  or
- 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 that **We** have incurred.

11. Exclusions

We will not be liable to provide the **Services** or costs for the Driver Confidence lessons for claims:

(a) arising out of any deliberate and/or criminal act and/or omission of any **Insured Person**;
(b) arising from an **Insured Event** if at the time of the accident the person driving the **Insured Car** does not hold a valid and current licence to drive;
(c) legal costs for a legal claim arising where the **Date of Incident** arose prior to the commencement of this Legal Expenses policy;
(d) arising from an **Insured Event** occurring at a time when for whatever reason the car insurance policy is not in force in accordance with its terms;
(e) arising from an **Insured Event** outside the **Territory**;
(f) for losses covered under the car insurance policy;
(g) directly or indirectly caused by or contributed to or arising from:

(i) ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
(ii) the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof;
(ii) war, invasions, act of foreign enemies hostilities (whether war be declared or not), civil

war rebellion, revolution, insurrection, military or usurped power.

(h) for any costs or expenses other than **Authorised Legal Costs**;

(i) all claims arising out of or alleging professional negligence;

(j) **Your Appointed Representative's** costs where the amount in dispute relates to credit hire charges or credit repair costs;

(k) where the motoring prosecution relates to a parking offence which does not attract penalty points;

(l) where the motor contract dispute is with **Us**, or an AA Group company;

(m) for any private prosecution brought by **You**.

Financial Services Compensation Scheme (FSCS) Acromas Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Acromas Insurance Company Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claims. For insurance **You** are covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available at fscs.org.uk or telephone 0207 741 4100.

Car Hire

If you have Car Hire as additional cover with your car insurance policy, the following section applies. Please refer to your Statement of Fact to check the additional cover you have.

Car Hire

Silver	Gold	Platinum
Optional – Check your Statement of Fact	Optional – Check your Statement of Fact	Included as standard

This section includes everything you need to know about Car Hire.

Which companies do AAISL work with?

AAISL have chosen to work with Acromas Insurance Company Limited for car hire insurance. Please note that when receiving your premium, making a refund to you and handling any claims monies, AAISL act as an agent for your insurer.

What will you pay for AAISL services?

Other than in the event of a cancellation you will not have to pay a fee for our service. AAISL will tell you about any other charges relating to any particular insurance policy.

If you need to claim

When an insured incident occurs and you require the use of a hire vehicle you must:

- first check your policy carefully to make sure that your claim is valid. Remember to check the general exceptions and exclusions which apply to the whole policy;
- then phone our Accident Assist team as soon as possible on 0330 053 0322 giving full details as required. They'll tell you what you need to do next and how your claim will be processed;
- if making a claim following a theft, you must have reported the theft to the police and be able to provide us with a crime reference number;
- You may be required to fill in a claim form. If so, fill it in fully and send it to the address on the claim form as soon as you can. Please remember to enclose all the information and documents you've been asked for.

Upon receipt of a valid claim AAISL (acting as the agent of the insurer) will advise the provider to arrange the supply of a hire vehicle.

Call Accident Assist – **0330 053 0322** – 24 hours a day – 365 days a year

Demands and Needs

This policy meets the demands and needs of customers who require a courtesy car for up to 21 days (Comprehensive) or up to 14 days (Third Party Fire and Theft) if their own car is written off or is not recovered following theft.

Your Car Hire Insurer

Car Hire is arranged by Automobile Association Insurance Services Limited. AAISL handle the administration of your policy and will arrange for the provision of the car hire claims service.

Car Hire is underwritten by Acromas Insurance Company Limited, 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). UK branch address: Enbrook Park, Sandgate, Folkestone, CT20 3SE. 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 is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if AICL cannot meet its obligations. This depends on the type of business and the circumstances of the claims. For insurance you are covered for 90% of the claim, without any upper limit. For compulsory insurance (e.g., third-party motor) the claim is covered in full, without any upper limit.

Further information about compensation scheme arrangements is available at fscs.org.uk or telephone **0800 678 1100** or **0207 741 4100**.

Acromas Insurance Company Limited has agreed to insure you subject to the terms, conditions, limitations and exclusions contained in this Policy Booklet against any costs of hire that may occur during any period of cover for which the policyholder has paid the premium.

The insurer has relied upon the information and statements provided by the policyholder when agreeing to provide insurance cover and this information together with this Policy Booklet and the Statement of Fact must be read as a whole as they make up your insurance policy. Please check these details and advise us of any amendments as soon as possible as inaccurate or incomplete information could affect your ability to make a claim under this policy.

This insurance provides cover for the hire charges for the short-term hire of a hire vehicle following an insured incident.

Definitions

Certain words and expressions used throughout and up until the end of this Car Hire section of this policy booklet have a specific meaning. To help identify these we have highlighted them in **bold** throughout.

AAISL	Automobile Association Insurance Services Limited.
Hire Vehicle	A vehicle that is similar in size to the **Insured Car**, up to a maximum of 2.0 litres and 5 seats which is provided by the provider for use within the **Territorial Limits**.
Insurer	Acromas Insurance Company Limited.
Insured Incident	Any of the following incidents involving the **Insured Car** which occurs during the **Period of Cover** where such incident is subject to a valid claim under the car insurance policy and arises from **i)** Accidental damage, **Theft**, malicious damage or vandalism as a result of which the **Insurer** of the car insurance policy has declared that the **Insured Vehicle** is a total loss (comprehensive cover policies only); or **ii)** **Fire** or **Theft** as a result of which the **Insurer** of the car insurance policy has declared that the **Insured Vehicle** is a total loss; or **iii)** **Theft** of the **Insured Car** has occurred and the **Insured Vehicle** remains unrecovered and **You** have supplied a valid police crime reference number. The **Insurer** will permit a hire vehicle to be provided before the **Insured Car** is declared a total loss when they consider that the details of the claim under the car insurance policy will result in the **Insured Car** being declared a total loss. Any of the following incidents involving the **Insured Car** which occurs during the **Period of Cover** where such incident is subject to a valid claim under the car insurance policy and arises from
Insured Person	A person aged between 18 and 99 years at the time of purchase of this **Policy** and who holds a valid full driving licence and who is insured under a valid car insurance policy (as an insured person under that policy) to drive the **Insured Car**.
Insured Car	The car insured on the car insurance policy for which a **premium** has been paid under this policy and which is identified in the **Statement of Fact**.
Period of Hire	The period agreed in writing between **You** and the **Provider** for hire of the **Hire Vehicle**.
Period of Cover	The period as stated in the **Statement of Fact**.
Policyholder	The person shown as the Insured on **Your car insurance** policy.

Premium	The payment to be paid by the **Policyholder** to **AAISL** (and received on behalf of the **Insurer**) in relation to this policy.
Provider	The supplier of the **Hire Vehicle** as nominated by **AAISL**.
Statement of Fact	The letter which includes details of the **Period of Cover**, the **Insured Persons**, the **Premium** and the policy number of this policy.
Territorial Limits	Great Britain, Isle of Man and Northern Ireland.
Theft	**Theft or attempted theft** which includes the offence of "taking a motor vehicle or other conveyance without authority" as defined in Section 12 of the **Theft** Act 1968.
Third Party	The other person(s) and/or party(s) responsible for the **Insured Incident**, excluding the **Insured Person** and/or **Policyholder**.
You/Your	The **Insured Person**.

Policy Wording

1. Your insurance cover

a. The **Insurer** will during the **Period of Cover,** cover the hire charges made by the **Provider** for the hire of a **Hire Vehicle** at the **Provider's** standard hire rates for use by that **Insured Person** within the **Territorial Limits** following an **Insured Incident** where:

(i) the **Hire Vehicle** is arranged by the **Provider** under the terms of this policy;
(ii) the **Hire Vehicle** has been hired from a **Provider** within the **Territorial Limits** who has been nominated by **AAISL**; and
(iii) where the cost of the **Hire Vehicle** is not recoverable by **You** or the **Insurer** of **Your** car insurance policy from a **Third Party**, but subject to the terms, conditions, exclusions and limitations of this policy.

b. To obtain benefit under this policy the **Premium** must have been paid and the **Insured Car** must have been insured by **Your** car insurance policy at the time of the **Insured Incident**. Cover is only provided for one **Hire Vehicle** per **Insured Incident** and is subject to the terms and conditions noted within this Policy Booklet.

c. The policy will only pay for:

(i) up to 21 days of continuous use of the **Hire Vehicle** if **You** are insured on a comprehensive basis under the car insurance policy at the time of the **Insured Incident**: or
(ii) up to 14 days of continuous use of the **Hire Vehicle** if **You** are insured on a third party fire and theft basis under the car insurance policy at the time of the **Insured Incident**;

and any such period will not be extended by any time during which the **Hire Vehicle** is not available for use by **You** for any reason.

d. The benefit under this policy ends and the **Hire Vehicle** must be returned to the **Provider** no later than 7 days after payment is issued to the **Policyholder** under their car insurance policy by their car **Insurer** in respect of the **Insured Incident** or no later than 48 hours after the **Insured Car** has been returned to the **Policyholder** or no later than the expiry of the **Period of Hire** (whichever comes first).

e. **You** may extend the hire by agreement with the **Provider** and subject to payment by **You** of any hire charges and other charges. Any arrangement to extend the **Period of Hire** of the vehicle will be by separate arrangement and contract between **You** and the **Provider** and will not be covered by this policy.

f. The **Insurer** will satisfy its obligation under 1.a. above by paying the amount of hire car charges covered by this policy direct to the **Provider**. The **Insurer** will have no liability for the acts or omissions of the **Provider**.

2. General exclusions

This policy does not cover the following:

a. any costs or charges incurred (other than the standard daily or hourly hire rate) by **You** in relation to the **Hire Vehicle** (such excluded charges include but are not limited to fuel, fares, fines, fees and excess waivers, additional insurance premium or hire period extensions).

b. any claim where the **Insured Car** was being used for hire or reward at the time of the **Insured Incident**.

c. any claim where the **Insurer** of the **Insured Car** under the car insurance policy does not provide cover (in whole or in part) for the **Insured Incident**.

d. any hire charges incurred after the end of the periods stated in Section 1c and 1d.

e. any hire charges incurred if the **Hire Vehicle** is not returned at the correct time and date.

f. any claim in relation to a **Hire Vehicle** not arranged by the **AAISL** nominated **Provider** following notification of a claim to **AAISL**.

g. any claim resulting from **Theft** of the **Insured Car** which has not been reported to the police as soon as was possible.

h. any claim under this policy reported to **AAISL**

(i) more than 14 days after the **Insured Car** is declared a total loss by the **Insurer** of the car insurance policy; or

(ii) more than 30 days after an **Insured Incident** in which the **Insured Car** is stolen.

i. any claim for a **Hire Vehicle** where the commencement date of the hire would be more than 30 days after a claim under this policy has been notified to **AAISL**.

j. sea transit charges in the delivery and collection of the **Hire Vehicle**.

k. any claim found to arise out of a deliberate or criminal act or omission (including of a fraudulent or false nature). The **Insurer** will not be responsible for any costs paid or incurred as a result of any such claim. See General exclusion 2m).

l. any excess payable under the motor insurance of the **Hire Vehicle** in the event of a claim, such as following an accident involving the **Hire Vehicle** or a **Theft** of the **Hire Vehicle**.

m. any claim that **You** knowingly make that is found to be false or fraudulent, or supported by any false or fraudulent statements or documents. **You** will lose all benefit and **Premiums You** have paid for this policy. In addition, the **Insurer** may prosecute and seek to recover any sums paid by way of benefit under this policy.

3. General conditions

This policy is subject to the following conditions and cover will only apply and charges be met if **You** and/or the **Insured Person** has complied with these conditions.

a. a security/fuel deposit will be payable by **You** to the **Provider** on collection of the **Hire Vehicle**. The deposit can only be paid using a credit or debit card in **Your** name. This is refundable by the **Provider** upon its return provided the **Hire Vehicle** is free from damage and has the same amount of fuel as when collected.

b. before taking possession of the **Hire Vehicle**, **You** will need to produce **Your** full driving licence and proof of personal identification including address, e.g. utility bill.

c. **You** must be insured under a valid car insurance policy. If at any time the **Insurer** of the car insurance policy notifies **AAISL** that **You** may no longer have a valid claim under **Your** car insurance policy and **You** are in possession of a **Hire Vehicle** then the **Hire Vehicle** will be withdrawn until such time as a valid claim is confirmed by them. Any days **You** have been in possession of the **Hire Vehicle** will be deducted from **Your** entitlement should the **Hire Vehicle** be returned to **You.**

d. **Hire Vehicles** are provided in accordance with the **Provider's** standard requirements, terms and conditions, (including insurance arranged by the **Provider**), to which **You** will be subject. **You** can ask to see a copy of these terms and conditions. Certain occupations, driving licenses, age, convictions or claims experience (in isolation or combination) may mean (i) that the **Provider** will not arrange car insurance in which case **You** must arrange **Your** own car insurance cover for the **Hire Vehicle** or (ii) that the **Provider** will not hire a **Hire Vehicle** to **You** or will only do so at costs (including increased **Premium**) in excess of its standard charges. Any such costs incurred will not be covered by this policy. **Your** car insurance policy will not provide car insurance cover in relation to a **Hire Vehicle**.

e. a **Hire Vehicle** will only be provided after an **Insured Incident**. Where **Theft** of the **Insured Car** occurs and the **Insured Car** remains unrecovered and **You** have supplied a valid police crime reference number. Where **Theft** of the **Insured Car** occurs and the **Insured Car** remains unrecovered for a period but the **Insured Car** is declared a total loss on recovery, these two events will be a single **Insured Incident**. **You** must provide all information that **AAISL** requests and may be required to fill in a claim form.

f. **You** must co-operate with the **Insurer** of the car insurance policy at all times throughout the life of **Your** claim with them and provide them with whatever information, documentation and help that is needed to enable **Your** claim to be settled as quickly as possible.

g. provision of a **Hire Vehicle** in Northern Ireland and the Isle of Man is restricted, by law, to drivers aged 23 years and over.

h. if at any time a valid claim is made under this policy and there is another insurance in force covering the same claim the **Insurer** will pay only its proportionate share of the claim.

i. the **Insured Person** must pay to the **Insurer** or their agent any sums by way of costs, charges or fees directly recovered from the **Third Party** to the extent of the sums indemnified under this policy.

j. upon conclusion of the hire of a replacement vehicle the **Insurer** or their agents can take over and if necessary conduct proceedings in the name of the **Insured Person** to recover the hire costs of the **Hire Vehicle** from the **Third Party**. Anyone claiming under this policy must give the **Insurer** whatever information, documentation and help they require.

4. Applicable contract law

You and the **Insurer** are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which **You** reside at the inception of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of where the business is situated) in England or Wales, Scotland, Northern Ireland or the Isle of Man the law which will apply is the law of England and Wales.

5. Applicable language

The terms and conditions and all other information concerning this insurance are supplied in the English language and **AAISL** and **Your Insurer** will communicate in this language for the duration of the policy.

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

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

Motor Accident Plan

If you have Motor Accident Plan as additional cover with your car insurance policy, the following section applies. Please refer to your Statement of Fact to check the additional cover you have.

Motor Accident Plan

Silver	Gold	Platinum
Optional – Check your Statement of Fact	Optional – Check your Statement of Fact	Included as standard

This section includes everything you need to know about Motor Accident Plan.

What will you pay for AAISL services?

Other than in the event of a cancellation (see Condition 5) you will not have to pay a fee for the service. AAISL will tell you about any other charges relating to any particular insurance policy.

Would I receive compensation if Collinson Insurance was unable to pay a claim?

The Financial Services Compensation Scheme (FSCS) covers this policy. You may be entitled to compensation from this scheme if the insurer cannot meet their liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

Demands and Needs

This policy meets the demands and needs of customers who require a cash payment if they are injured following an accident in the insured car or if they require a cash payment for every day spent in hospital following an accident in the insured car. The policyholder only is also covered following an accident when in someone else's car.

Your Motor Accident Plan Insurer

This insurance is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

This insurance has been effected between Collinson Insurance and you the policyholder. The insurer has agreed to insure you subject to the terms, conditions and exclusions contained in this policy wording against such liability, loss or damage that may occur during any period of cover for which you have paid or agreed to pay the premium.

Definitions

Certain words and expressions used throughout and up until the end of this Motor Accident Plan section of this policy booklet have a specific meaning. To help identify these we have highlighted them in **bold** throughout.

AAISL	Automobile Association Insurance Services Limited.
Accident / Accidental	A sudden and unforeseen event, that results in bodily injury, which occurs after the policy start date (including as a result of sickness or disease whilst driving an **Insured Private Car** in respect of death only).
Assault	A sudden, unexpected attack on any insured person by a third party with deliberate intent to cause **Bodily Injury** at an identifiable time and place in connection with a road incident within the **Territorial Limits**. This must be within the **Effective Time** of the policy.
Benefit(s)	The amount shown in the Table of Benefits within this Motor Accident Plan section.
Bodily Injury	Any injury which is caused by **Accidental** means or following **Assault**, and which within 52 weeks from the date of the **Accident** or **Assault** shall, solely and independently of any other cause, result in the **Insured Person** suffering death, **Loss of Limb(s)**, **Loss of Eye(s)**, **Loss of Hearing**, **Loss of Speech**, **Permanent Total Disablement**, total organic paralysis, total loss of intellectual capacity, total loss of use of spinal column, **Loss (in relation to Hands**, **Feet**, **Thumbs**, **Fingers**, **Toes and Internal Organs)**, **Fractured Bones**, **Facial Scarring**, **Third Degree Burns**, **Hospitalisation** or requiring **Physiotherapy** or **Counselling**.
Certificate of Motor Insurance	The document headed Certificate of Motor Insurance which provides evidence of the existence of motor insurance as required by law.
Counselling	The reimbursement of the cost of session(s) with a qualified counsellor for stress or trauma caused by an **Accident** or **Assault** if referred by a **Registered Physician**.
Effective Time	• Whilst travelling in, getting into or out of an **Insured Private Car**, which is being driven by the **Policyholder** or any drivers insured under the car insurance policy. • Whilst working on an **Insured Car** or • Whilst in or around the **Insured Car** dealing with a road incident immediately after a road incident has occurred. • The **Policyholder** only is also covered whilst driving, travelling in, getting into or out of any other insured private car within the **Territorial Limits**.
Facial scarring	Permanent scarring to the face, provided the scarring affects an area of one square centimetre or more or is of at least two centimetres in length.

Fractured Bones	A complete break in the full thickness of the bone.
Group One	Pelvis, arm, leg, skull, vertebrae, jaw, knee, hand, or facial bones excluding nose.
Group Two	Foot, shoulder blade, elbow, sternum, wrist, ankle, collar bone or coccyx.
Group Three	Any other body part (including nose).
Hospital	Any establishment which meets all of the following conditions; • Operates primarily for the reception care and treatment of injured or ill people as **In-Patients**. • Provides nursing services by registered or graduate nurses 24 hours a day. • Has at least one **Registered Physician** in attendance 24 hours a day. • Has permanent facilities for medical diagnosis, treatment and major surgery. • Holds a licence to operate as a **Hospital** where licensing is required.
Hospital Stay and Temporarily Disabling Injury Benefit	The amount shown per day in the Table of Benefits. This is payable for the first period of **Hospitalisation** of between 6 and 24 hours and for each full day thereafter of **Hospitalisation** or during which a **Bodily Injury** prevents an **Insured Person** from working or carrying out daily activities as confirmed by a **Registered Physician**, up to a maximum of 180 days. Durations of less than 6 hours of **Hospitalisation** will not be eligible for payment.
Hospitalisation	The admission of an **Insured Person** into a **Hospital** for treatment as an **In-Patient** on the advice of and under the regular care and attendance of a **Registered Physician**.
In-patient	Any **Insured Person** who has been admitted to a **Hospital** and for whom a case record has been opened.
Insured Person(s)	The **Policyholder**, drivers insured under the car insurance policy and up to 4 passengers.
Insurer	Collinson Insurance.
Insured Car	The car with the vehicle registration number described in Section 1 of the current **Certificate of Motor Insurance.** For comprehensive policies this also covers any vehicle loaned to **You** or a permitted driver as shown on **Your Statement of Fact** by a supplier **Your Insurer** has nominated following a claim under the policy.

Loss of Eye(s)	The permanent and total loss of sight, which shall be considered as having occurred: **(a)** in both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist. **(b)** in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the **Insured Person's** see at 3 feet what they should see at 60 feet).
Loss of Hearing	Total, permanent and irrecoverable **Loss of Hearing**.
Loss of Limb(s)	The permanent and complete **Loss of a Limb or Limbs** by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs.
Loss of Speech	Total, permanent and irrecoverable **Loss of Speech**.
Loss (in relation to Hands, Feet, Thumbs, Fingers, Toes and Internal Organs)	The permanent and complete loss by physical separation or the permanent and complete loss of use. **Finger(s)** – A **Finger** of a **Hand** **Foot (Feet)** – All the **Toes** of a **Foot** **Hand(s)** – All the **Fingers** and the **Thumb** of a **Hand** **Internal Organs Group One** – Lung, Kidney(s), Liver, Large Intestine, Small Intestine, Stomach and Bladder **Internal Organs Group Two** – Spleen, Gallbladder and Pancreas **Thumb(s)** – The **Thumb** or **Thumbs** **Toe(s)** – A **Toe** of the **Foot**
Period of Cover	As defined on the **Certificate of Motor Insurance**. Not to exceed 12 months from the policy start date.
Permanent Total Disablement	Disablement caused other than by **Loss of Limb, Eye, Hearing or Speech**, which has lasted for 52 consecutive weeks and will in all probability prevent the **Insured Person** from engaging in gainful employment of any and every kind for the remainder of their life.
Physiotherapy	The reimbursement of costs for treatment by a registered physiotherapist for **Bodily Injury**, including whiplash, for up to 5 sessions of up to £150 each.
Policyholder	The person shown as the insured on **Your** policy and who has taken out this policy and has paid or agreed to pay the required premium.
Registered Physician	A medical practitioner with medical qualifications accepted by the General Medical Council and who is registered by that body.
Territorial Limits	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland including transit by sea, air or land within and between these places.

Third Degree Burns	A full thickness burn or burns (third degree) covering more than 10% of the body surface.
You/Your	The person shown as the **Policyholder** in the current **Statement of Fact** and the **Certificate of Motor Insurance**.
We / Us / Our	Automobile Association Insurance Services Limited.

Your Contract of Insurance

This policy wording constitutes the legally binding contract of insurance between the **Policyholder** and the **Insurer**.

Policy Wording

What is covered?

If an **Insured Person** sustains **Bodily Injury** during the **Effective Time** and within the **Territorial Limits**, the **Insurer** agrees to pay the **Benefit** to the **Insured Person** provided that such **Bodily Injury** is sustained during the **Period of Cover**.

Table of Benefits **Bodily Injury**	**All Insured Persons** **Amount Payable**
1. Accidental death	£100,000
2. Loss of Limb or Limbs	£100,000
3. Loss of Eye or Eyes	£100,000
4. Loss of Hearing in one or both ears	£100,000
5. Loss of Speech	£100,000
6. Permanent Total Disablement	£100,000
7. Total organic paralysis	£100,000
8. Total loss of intellectual capacity	£100,000
9. Total loss of use of spinal column	£30,000
10. Loss of or loss of use of	

One **Hand** or one **Foot**	£30,000
A **Thumb**	£15,000
A **Finger**	£6,000
A big **Toe**	£15,000
Any other **Toe**	£1,500
Internal Organs Group One	£15,000
Internal Organs Group Two	£7,500
11. Fractured Bones	
Group One	£1,500
Group Two	£750
Group Three	£300
12. Facial Scarring	£1,500
13. Third Degree Burns	£7,500
14. Physiotherapy	£750
15. Counselling	£250
16. Hospital Stay and Temporarily Disabling Injury Benefit*	£60

*This benefit is limited to a maximum of 180 days.

Payment of Benefits

a) If payment is due under more than one item 1 to 15 above as a result of any one **Accident** for each **Insured Person** (up to a maximum of 5 people including the driver) the total amount payable shall be calculated by adding together the amounts due under each item subject to a maximum payment of £100,000. Any payment made under item 16 will be in addition to any payment due under items 1 to 15.

b) Therefore the maximum amount payable per **Accident** shall be limited to an amount equivalent to:
- £100,000, plus
- £100,000 per passenger up to a maximum of 4 passengers, plus the maximum **Hospital Stay and Temporarily Disabling Injury Benefit** for each **Insured Person** up to a maximum of 5 people.

(c) In the event that the number of **Insured Car** occupants at the time of an **Accident** exceeds the number of occupants the **Insured Car** is designed to carry and the sum of the individual amounts exceeds the maximum amount payable per **Accident**, all individual payment amounts shall be reduced proportionally so that in total they equal the maximum amount payable per **Accident** defined above.

(d) If an **Insured Person** is under 16 years of age, **Benefit 1 – Accidental Death**, will be £7,500.

Making a claim

- When an **Accident** or **Assault** occurs and **You** need to make a claim under this policy **You** must:
- First check **Your** policy carefully to make sure that **Your** claim is valid. Remember to check the general exclusions which apply to **Your** Motor Accident Plan.
- Then phone 0344 856 2281.
- **You** will then be contacted in writing for further information relating to **Your** claim. **You** will be required to respond to the **Insurer** in writing as soon as reasonably possible. The **Insurer** shall be allowed, at its own expense and upon 30 days' notice to **You**, to have a medical examination of the **Insured Person**. If any claim submitted under this policy is deemed to be in any respect false or fraudulent, the **Insurer** shall be under no liability to make any payment in respect of such a claim.

Conditions

1. Applicable contract law

English law will apply to this policy and English Courts shall have jurisdiction unless before it is issued, the **Insurer** make a written agreement saying otherwise.

2. Interest

No interest shall accrue or be payable on any **Benefit** paid or payable.

3. Interpretation

Any word or expression to which specific meaning has been attached shall bear the same meaning wherever it appears.

4. Exclusions

The **Insurer** shall not be liable in respect of any claim

4.1 Directly or indirectly resulting from:

4.1.1 War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power and any act of **Terrorism**.

4.1.2 The **Insured Person** committing or attempting to commit suicide or intentional self-injury.

4.1.3 Motor racing, rallies, competitions, speed tests or the like.

4.1.4 The **Insured Person** being under the influence of, or being affected by alcohol or drugs, other than drugs taken under the direction of a qualified medical practitioner at the **Effective Time** of the policy.

4.1.5 Sickness or disease (any naturally occurring condition or degenerative process or any gradual decline in physical health) unless the sickness or disease is a direct cause of sudden and unforeseen event that results in **Bodily Injury**.

4.1.6 The **Insured Person** being admitted to any of the following; a mental institution, an establishment primarily for the treatment of psychiatric conditions, drug addiction or alcoholism, the psychiatric unit of any **Hospital** or nursing home, rest or convalescence home.

4.2 Where the **Insured Person** has attained the age of 81 years on or before the date of the **Accident** or **Assault**.

4.3 Involving the **Insured Person's** use of vehicles other than the **Insured Car**.

4.4 For more than 5 people including the driver.

4.5 The **Insurer** will not be held liable to provide cover or make any payments or provide any service or benefit to any **Insured Person** or other party to the extent that such cover, payment, service, benefit and/or business or activity of the **Insured Person** would violate any trade or economic sanctions law or regulation.

Excess Protection

If you have Excess Protection as additional cover with your car insurance policy, the following section applies. Please refer to your Statement of Fact to check the additional cover you have.

Excess Protection

Silver	Gold	Platinum
Optional - Check your Statement of Fact	Optional - Check your Statement of Fact	Optional - Check your Statement of Fact

This section includes everything you need to know about Excess Protection.

Demands and Needs

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

Your Excess Protection Insurer

Collinson Insurance (a trading name of Astrenska Insurance Limited) who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Authority in the United Kingdom, under Firm Reference number 202846. Registered in England number 01708613. This can be checked on the Financial Services register by visiting the FCA's website at www.fca.org.uk/register which includes a register of all the firms they regulate, or by contacting them on 0800 111 6768.

This insurance has been effected between Collinson Insurance and you the policyholder. The insurer has agreed to insure you subject to the terms, conditions and exclusions contained in this policy wording against such liability, loss or damage that may occur during any period of cover for which you have paid or agreed to pay the premium.

Your cover

This insurance provides cover for reimbursement of the excess you have paid or had deducted as part of a claim under your car insurance policy where the excess cannot be recovered from a responsible third party. The maximum amount payable per claim is the excess on your car insurance policy. Only one claim is permitted in any period of cover.

Making a claim

Should you wish to make a claim under this policy following an insured incident, you must report it to Accident Assist on 0330 053 0322 as soon as possible.

Before considering your claim, the insurer of this Excess Protection policy will require the following supporting documentation:

- Copy of your excess receipt from the repairers, where applicable.
- Copy of the final settlement letter from AAISL showing any excess applicable.

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

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

The insurer of this Excess Protection insurance is Collinson Insurance who are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Collinson Insurance cannot meet its obligations. This depends on the type of business and the circumstances of the claims. For insurance you are covered for 90% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available at fscs.org.uk or telephone **0800 678 1100** or **0207 741 4100**.

AA Excess Protection Definitions

Certain words and expressions used throughout and up until the end of this Excess Protection section of this policy booklet have a specific meaning. To help identify these, they appear in **bold** throughout.

AAISL	Automobile Association Insurance Services Limited.
Certificate of Motor Insurance	The document headed **Certificate of Motor Insurance** which provides evidence of the existence of motor insurance as required by law.
Excess	The amount of money **You** must pay towards the cost of a claim.
Insured Incident	Any incident which; **a) You** are wholly or partially responsible for, or **b)** Is caused by an unidentifiable **Third Party**, or **c)** Is caused by an uninsured driver involving the **Insured Car**, which occurs during the **Period of Cover**, and where such incident is subject to a valid claim under the car insurance policy arising from malicious damage, accidental damage, **Fire**, attempted **Theft** or **Theft**.

Insured Person	The **Policyholder** and other person insured under the car insurance policy who hold a current valid UK, EU or Foreign driving licence and are a resident of Great Britain and Northern Ireland.
Insured Car	The car with the registration number described in Section 1 of the current **Certificate of Motor Insurance.** For comprehensive policies this also covers any vehicle loaned to **You** or a Permitted Driver as shown on **Your Statement of Fact** by a supplier **Your Insurer** has nominated following a claim under the policy.
Insurer	Collinson Insurance
Period of Cover	As defined on the **Certificate of Motor Insurance**. Not to exceed 12 months from the policy start date.
Policyholder	The person shown as the insured on **Your** policy and who has taken out this policy and has paid or agreed to pay the required premium.
Statement of Fact	The document headed Statement of Fact giving details of the persons insured, the **Insurer**, details of the **Insured Car**, the cover, the premium and the **Period of Cover**.
Third Party	The other person(s) and/or party(s) involved in the **Insured Incident**, excluding the **Insured Person** and/or **Policyholder** (as defined in this policy).
We/Us/Our	Automobile Association Insurance Services Limited.
You/Your	The **Insured Person**.

Policy Wording

What is covered?

This insurance provides reimbursement of the full **Excess** stated on **Your** car insurance policy if **You** suffer a financial loss as a result of an **Insured Incident**. The maximum amount payable per claim is the **Excess** on **Your** car insurance policy or £1,000, whichever is less.

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

What is not covered?

1. Any claim where the sum total cost of the **Insured Incident** does not exceed **Your Excess** on **Your** car insurance policy.
2. Any claim where **Your Excess** has already been reimbursed, waived or recovered and therefore no financial loss has been suffered by **You**.
3. Any **Insured Incident**, which happened before the start date of this policy.
4. Any contribution or deduction from the settlement of **Your** claim against **Your** car

insurance policy other than the stated policy **Excess**, for which **You** have been made liable.

5. Any claim that is declined under **Your** car insurance policy**.**
6. Any **Excess** in respect of personal effects, accessories, glass or audio/visual equipment (such as car phone, satellite navigation systems, CD or cassette player, radios etc.).
7. Any claim where the **Insured Car** was being used for hire or reward.
8. Any **Insured Incident** arising out of the use of an **Insured Car** by the **Insured Person** in connection with racing, rallies, trials or competitions of any kind.
9. Any claim under **Your** car insurance policy which was as a result of attempted **Theft**, **Theft** or malicious damage of the **Insured Car** and has not been reported to the police.
10. Any claim due to a deliberate non-disclosure or criminal act, which is found to the satisfaction of the **Insurer** to be of a fraudulent or false nature. The **Insured Person** will be held responsible for any costs paid or due where this happens.
11. Any claim under **Your** car insurance policy that arises from **Your** unlawful use of drink or drugs.
12. Any claim caused directly or indirectly by or arising from any of the following, regardless of any other contributory cause or event;
    - **(i)** War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
    - **(ii)** Any action taken in controlling, preventing, suppressing or in any way relating to (i) above except as is necessary to meet the requirements of the Road Traffic Acts.
    - **(iii)** Ionising radiation or radioactive contamination from nuclear fuel or waste;
      Or
    - **(iv)** The radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

General conditions

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

1. This policy will continue to respond for the **Period of Cover** or until **Your** chosen level of cover on this policy has been reached; whichever comes first.
2. **You** must be insured under a valid car insurance policy.
3. The **Policyholder** as stated on the **Certificate of Motor Insurance**.
4. If **You** make a claim which is at all false or fraudulent or support a claim with any false or fraudulent statements or documents, **You** will lose all benefit and premiums **You** have paid for this policy.
5. The **Insurer** will be entitled to take over and conduct at the **Insurer's** expense in **Your** name legal proceedings to recover for the **Insurer's** own benefit any payments made under this policy. **You** must give the **Insurer** all the help and information they may need.
6. If at the time of any **Insured Incident** there is any other insurance, which provides cover for the loss, or any part of it, the **Insurer** will only be responsible for the amount not

recoverable under that insurance.

7. **You** must have taken relevant steps to protect against loss or additional exposure to loss.
8. The insurance described in this document will only apply if the person claiming has observed all the terms and conditions that apply.
9. The **Insurer** will not be held liable to provide cover or make any payments or provide any service or benefit to any **Insured Person** or other party to the extent that such cover, payment, service, benefit and/or business or activity of the **Insured Person** would violate any trade or economic sanctions law or regulation.
10. **Applicable contract law**

    You and the **Insurer** are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which **You** reside at the inception of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply.

    If **You** are not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland or the Isle of Man the law which will apply is the law of England and Wales.
11. **Applicable language**

    The terms and conditions and all other information concerning this insurance are supplied in the English language and **We** undertake to communicate in this language for the duration of the policy.
12. **The Contracts (Rights of Third Parties) Act 1999**

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

Breakdown Cover

If you have Breakdown Cover as additional cover with your car insurance policy, the following section applies. Please refer to your Statement of Fact to check the additional cover you have.

Breakdown Cover

Silver	Gold	Platinum
Optional – Check your Statement of Fact	Optional – Check your Statement of Fact	Optional – Check your Statement of Fact

This section includes everything you need to know about Breakdown Cover. Check your Statement of Fact to see if this cover is included.

Breakdown Cover involves contracting with Automobile Association Developments Limited *(trading as AA Breakdown Services), which provides the breakdown assistance services provided under your Breakdown Cover policy.

If you are uncertain of this information, then please call Customer Enquiries on 0344 412 4684 where one of our advisors will be able to help.

*Automobile Association Developments Limited is an insurer that is exempt from authorisation under the Financial Services and Markets Act 2000.

Demands and Needs

Our Breakdown Cover enables you to choose from 3 options, each designed to meet your demands and needs. The 3 options are:

1) Roadside
2) Roadside and National Recovery
3) Roadside, National Recovery and At Home

Your Statement of Fact will show the option you have selected based on your personal circumstances. Please check to ensure that the cover you have chosen continues to meet your needs. The 3 options are comprised of the cover levels detailed in the table on the next page.

Cover Level	Customer Needs
Roadside	Customers who need assistance in the event they break down more than ¼ mile away from their home address and recovery to a local repairer.
At Home	Provides help when you need cover at home or in the surrounding ¼ mile of your home. If we can't fix your vehicle, we'll take you to a local repairer.
National Recovery	Customers who if we are unable to repair the vehicle, need their vehicle to be recovered to a single destination of their choice.

AA company details

Automobile Association Developments Limited, trading as AA Breakdown Services, is a provider of breakdown assistance services cover that is exempt from authorisation under the Financial Services and Markets Act 2000. Registered office: Level 3, Plant, Basing View, Basingstoke, Hampshire, RG21 4HG. Registered in England and Wales Number: 01878835.

Automobile Association Insurance Services Limited is an insurance intermediary authorised and regulated by the Financial Conduct Authority. Registered office: Level 3, Plant, Basing View, Basingstoke, Hampshire, RG21 4HG. Registered in England and Wales Number: 2414212.

Useful contact information

For Breakdown Assistance in the UK, call **0333 004 6046**

SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation by sending an SMS to 07860 027 999.

Information is available in large print, audio and Braille on request. Please call 0800 262 050 for details. Text Phone users can contact us using Next Generation Texting by prefixing any of our numbers with 18001.

Where cover is available:

This policy only applies for those ordinarily resident in the UK, travelling in a vehicle which first becomes stranded in the United Kingdom.

How to contact the AA:

If you have broken down and require assistance, please contact the AA on 03330 046 046. It is important that you contact the AA because if you contact a garage direct you will have to settle the bill and the AA will not be obliged to reimburse you.

How the AA will identify that Your Vehicle is entitled to assistance:

When you contact the AA for assistance you will be asked to provide the vehicle registration and address details to ensure that only those who are entitled to receive service do so. If you require assistance, please be prepared to provide this information.

If valid details cannot be produced, the AA reserves the right to refuse service. For further details please refer to clause 2f in the Breakdown Cover General terms and conditions. You should advise the AA immediately of any changes to name, address or vehicle.

If you are provided with breakdown assistance service(s) but default in making payment for Your Breakdown Cover Policy:

Subject to any statutory rights you may have as a consumer, if the AA provides breakdown assistance services under your Breakdown Cover policy and subsequently it becomes apparent that you have not paid for your cover, then the AA will be entitled to charge you for the services actually provided.

Definition of words and phrases used in this Policy

Some common terms are used throughout and up until the end of this Breakdown Cover section of this booklet to make this policy easier to understand. To help identify these we have highlighted them in **bold** throughout. Wherever the following words or phrases appear they will always have the meaning set out on the next page.

AA, We, Us, Our	The provider of the breakdown cover, which is Automobile Association Developments Limited (trading as AA Breakdown Services).
AAISL	Automobile Association Insurance Services Limited.
Breakdown	An event: Which causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily to bring the vehicle to a halt on a journey because of some malfunction of the vehicle or failure of it to function, and after which the journey cannot reasonably be commenced or continued in the relevant vehicle.
Policyholder	The person to whom the policy documentation is addressed, and whose address is recorded with the **AA** as the home address of the vehicle registered under the relevant Breakdown Cover policy.
Policyholders Home Address	The address which the **AA** has recorded as the home address of the **Policyholder** at the time of the relevant breakdown.
Policy Year(s)	The period(s) of 12 months commencing from the start of the policy or from any anniversary of the start of that policy.
You, Your	The **Policyholder** and any person who is travelling in, and who requests assistance for **Your Vehicle**.
Your Vehicle	The vehicle which has been registered for cover with the **AA** at the time of the relevant breakdown; and provided always that any such vehicle meets the vehicle specifications set out under the Vehicle eligibility heading.

About Breakdown Cover

Duration and Extent of Cover

The duration of the Breakdown Cover policy is 12 months and can be paid for annually or via monthly instalments. Details of **Your** payment arrangement will be found in **Your** policy pack and Statement of Fact. If cover is paid for under a recurring payment arrangement it will automatically be renewed alongside **Your** car insurance policy at the end of the **Policy Year** unless the **Policyholder** tells **Us** otherwise or if **You** have not renewed **Your** car insurance policy. The **Policyholder** will always be notified in advance of renewal and have the opportunity to cancel their Breakdown Cover policy with effect from renewal.

Service Control – Call-out Limits

Each Breakdown Cover policy is limited to 1 call-out per **Policy Year**. Service Control is designed to help keep **Your** policy affordable by making sure that high use by a minority of **Policyholders** is avoided.

Fees for additional call-outs during the Policy Year

If **You** require any additional call-outs, the **AA** may be prepared to provide the relevant service, on a one-off basis, upon payment of the relevant fee. This fee will be confirmed to **You** at the time **You** request assistance.

Vehicle eligibility

Breakdown assistance is only available for cars and vans which meet the specifications set out below.

Please note that "car" does not include, amongst other things, electric pavement vehicles, electrical wheelchairs, bicycles (including electric bicycles), any vehicle which cannot lawfully be used on the public highway and/or any non-motorised vehicle.

Maximum Vehicle Weight:

3.5 tonnes (3,500kg) gross vehicle weight

Maximum Vehicle Width:

8ft 3in (2.55m) which constitutes the overall width of the vehicle bodywork excluding mirrors measured at the widest points

Assistance will also be provided for a caravan or trailer which was on tow at the time of the **Breakdown**, provided that each vehicle falls within the above limits. The **AA** does cover electric cars, hydrogen vehicles and vans.

In addition to the general vehicle eligibility set out above, the following also apply:

a) Breakdown Cover is only available for a vehicle:

(i) which has been registered with the **AA** at the time assistance is requested; and

(ii) which is a UK vehicle registered with the DVLA;
It is possible to change the vehicle registered under **Your** Breakdown Cover during the **Policy Year**. Service will not be available for the new vehicle until 24 hours after the **AA** receives notification of the vehicle change.

Service Descriptions – What is covered and what is not covered

Breakdown Cover Policy

Breakdown Cover is only available as vehicle cover, for a registered (eligible) vehicle. The following services are available as part of **Your** Breakdown Cover. The level of cover **You** have is detailed within **Your** Statement of Fact.

Cover Level	Customer Needs
Roadside	This is the minimum level of cover and provides roadside assistance throughout the UK, 24 hours a day, every day of the year. **Our** aim is to fix **Your** car, but if it cannot be fixed it will be taken to a local repairer or a local destination of **Your** choice, provided it is no further.
At Home	Provides assistance at **Your** home address, or in the surrounding ¼ mile of **Your** home, 24 hours a day, every day of the year. **Our** aim is to fix **Your** car, but if it cannot be fixed it will be taken to a local repairer or local destination of **Your** choice, provided it is no further.
National Recovery	Recovery to a single UK destination of **Your** choice if the **AA** is unable to fix **Your** car at the roadside following a **Breakdown**. This means **You** can choose to be taken home, to **Your** destination or anywhere else on the UK mainland, regardless of how far this may be.

Roadside

What is covered	What is not covered
✔ Roadside is available if **Your** vehicle is stranded on the highway more than a ¼ mile away from the **Policyholders' Home Address** following a **Breakdown** ✔ Roadside is available from the start date of **Your** policy as stated in the Statement of Fact ✔ If, following a **Breakdown**, the **AA** or its appointed agent cannot fix **Your** vehicle, it, together with the driver and up to a maximum of seven passengers, will be taken to the **AA's** choice of local repairer or to a local destination of **Your** choice, provided it is no further than the distance to the repairer	✖ Fuel and parts (unless these are carried by the **AA** or its appointed agent, and in the case of fuel is required to get a vehicle that has run out of fuel to the nearest fuelling point, and/or in the case of parts those that are required to carry out the repair for which assistance was requested and cost £5 or less based on the **AA's** retail prices); ✖ Oil; ✖ Keys; ✖ Other materials required to repair **Your Vehicle**;

What is covered	What is not covered
✓ The **AA** will make a telephone call at **Your** request following a **Breakdown** ✓ Any contract for repair, other than repairs carried out by the **AA** or its agent under **Your** Breakdown Cover Policy, is between the person requesting the repair and the repairer – it is not the **AA's** responsibility to instruct the repairer to undertake any work required or to pay them for it. The **AA** does not guarantee that any recovery to a local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst the **AA** will endeavour to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed, and the **AA** does not provide any assurance or warranty with respect to any work carried out at **Your** request by any third-party repairer.	✗ Any supplier delivery service or call-out charges related to these items, and ✗ The provision of service on private property without the relevant permission; ✗ Storage costs ✗ Any transport or other costs that **You** might incur or any incidental expenses that may arise during a recovery. The **AA** cannot accept any costs for passengers who do not accompany **Your** vehicle while it is being recovered; ✗ Routine maintenance and running repairs for example but not limited to radios, interior light bulbs, heated rear windows; ✗ Assistance following a **Breakdown** or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the policy, highways agency or emergency service insist on recovery by a third party; the cost of this must be met by you; ✗ A second or subsequent recovery, after your vehicle has been recovered following a breakdown; ✗ All things excluded under General terms and conditions

At Home

What is covered	What is not covered
✓ At Home provides **Breakdown** cover at the registered home address and surrounding ¼ of a mile	✗ All things excluded under 'Roadside' 'What is not covered'

National Recovery

What is covered	What is not covered
✔ National Recovery is available from the start date of **Your** policy as stated in the Statement of Fact (if **You** have chosen to purchase this cover level).	✖ Recovery in cases of mis-fuelling. In such cases services will be restricted to a local tow provided under **Your** Roadside cover;
✔ National Recovery is available when the **AA** provides Roadside assistance and cannot repair **Your Vehicle** at the roadside	✖ All things excluded under 'Roadside' 'What is not covered'
✔ National Recovery provides recovery of **Your Vehicle**, together with the driver and up to a maximum of seven passengers to any single destination of **Your** choice in the UK	
✔ National Recovery should not be used as a way of avoiding repair costs	

General terms and conditions

General exclusions

1. Breakdown Cover does not provide for:

a) Any vehicle servicing or re-assembly
For example, where servicing or re-assembly is required as a result of neglect or unsuccessful work on the vehicle (including, but not limited to, DIY vehicle maintenance), other than that on the part of the **AA** or its agents;

b) Garage labour costs, that is
the cost of garage or other labour required to repair **Your Vehicle**, other than labour provided by the **AA** or its agents at the scene of the **Breakdown**;

c) Fuel draining, that is
any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. In the event of the introduction of an inappropriate substance which results in the need to drain or remove fuel, lubricants or other fluids, the only recovery the **AA** will make available to **You** will be to arrange for **Your Vehicle**, the driver and up to 7 passengers to be taken to the **AA's** choice of relevant local repairer or another location of **Your** choice, provided it is no further, but **You** will have to pay for any work required;

d) Failure to carry a serviceable spare, that is
any additional charges resulting from **Your** failure to carry a legal and serviceable spare wheel or tyre, except where this is not provided as manufacturers' standard equipment. The **AA** will endeavour to arrange on **Your** behalf, but will not pay for, assistance from a third party;

e) Having Your Vehicle stored or guarded in Your absence
in the event that the **AA** does agree, or needs, to arrange storage of **Your Vehicle**, for example without limitation, because the **AA** is not reasonably able to locate the delivery address **You** have provided or **You** have not provided, or do not provide when the **AA** requests, adequate delivery instructions, the **AA** will be entitled to charge **You** reasonable storage charges;

f) Service to Vehicles on private property unless relevant permission is given, that is
the provision of service when **Your Vehicle** is on private property e.g., garage premises, unless **You** can establish that **You** have the permission of the owner or occupier;

g) Excess passengers, that is
the provision of any service or benefit to or for any persons in **Excess** of the number of seats fitted in the vehicle at the time of **Breakdown**, or to anyone who was not travelling in the relevant vehicle at the time of the **Breakdown**. If there are more people than the maximum allowed, the **AA** will seek to arrange, but will not pay for, their onward transportation;

h) Ferry, toll charges
Any ferry, toll or congestion charges incurred in connection with **Your Vehicle** as a result of it being recovered;

i) Trade transportation, that is
the recovery of any vehicles bearing trade plates or which the **AA** has reason to believe has just been imported or purchased at auction;

j) Transporting from trade premises, that is
the transportation of immobilised vehicles where the **AA** considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;

k) Locksmiths, tyre, glass or bodywork specialists costs, that is
the cost (including any call out charge) of any locksmith, glass, tyre or bodywork specialist, should the **AA** consider this to be required. The **AA** will endeavour to arrange this help on **Your** behalf, however it will not pay for these specialist services and any contract for services provided will be between **You** and the relevant specialist. If, in the **AA's** professional opinion, **Your Vehicle** requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by **AA** mechanics is required, the **AA** will arrange the recovery but at **Your** cost. If use of a locksmith or other specialist would, in the **AA's** professional opinion, mobilise the vehicle, no further service will be available for the breakdown in question;

l) Specialist lifting equipment, that is
the cost of any specialist lifting equipment (not normally carried by **AA** mechanics), if this is, in the view of the **AA**, required to provide assistance e.g., when a vehicle has left the

highway, is standing on soft ground or is stuck in snow or floodwater. In these instances, the **AA** will arrange recovery but at **Your** cost. Once the vehicle has been recovered to a suitable location, normal **AA** service will be provided;

m) Transporting animals, that is
the transportation or arrangement of the transportation of any animal (guide dogs or hearing dogs will be transported together with their owner, unless this is not possible for health and/or safety reasons). The **AA** will not recover horses or livestock. If the **AA** does at its absolute discretion, agree to transport an animal, then this will be at **Your** own risk. It is **Your** responsibility to secure any animal being transported or to make alternative arrangements for its transportation;

n) Participation in sporting events, that is
assistance for vehicles broken down as a result of taking part in any "Motor Sport Event", including but not limited to racing, rallying, trials or time-trials or auto test. However, for the avoidance of doubt, the **AA** does not consider "Concours d'elegance" events, track test days for road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be Motor Sports Events.

General rights to refuse service

Please note: if a **Policyholder** is refused service by the **AA,** the **Policyholder** has the right to an explanation in writing.

2. The **AA** reserves the right to refuse to provide or arrange assistance where the service request is for, or relates to:

a) Repeat breakdowns within 28 days, that is
where service is requested to deal with the same or similar cause of **Breakdown** (including running out of fuel or charge) to that which the **AA** attended within the preceding 28 days. It is **Your** responsibility to make sure that emergency repairs carried out by the **AA** are, where appropriate, followed as soon as possible by a permanent repair. The **AA** shall not be entitled to refuse assistance if the reason for the repeat **Breakdown** is due to the negligence of the **AA** or its appointed agent;

b) Unattended vehicles, that is
where **You** are not with **Your Vehicle** at the time of the **Breakdown** and **You** are unable to be present at the time that assistance arrives;

c) Unsafe, unroadworthy, unlawful vehicles, that is
where in the **AA's** reasonable opinion, immediately before the relevant **Breakdown**, **Your Vehicle** was dangerous, overladen, unroadworthy or otherwise unlawful to use on a public road. Without restricting the generality of the **AA's** rights under this provision and **Your** responsibility to comply with all applicable legal requirements, please note that for a UK registered vehicle to be used or kept on a public road, and subject to any relevant exemption that may apply, the vehicle must have a current excise licence (that is, up to date vehicle tax) a current MOT test certificate and have in force valid motor insurance to

the minimum level required under UK law;

d) Assisting where unsafe or unlawful activities, that is
where other than solely as a result of a failure on the part of the **AA**, the giving of service would involve any breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of the **AA's** health and safety duties);

e) Delay in reporting, that is
where the **Breakdown** is not reported within 24 hours of **You** becoming aware of the **Breakdown**. (The **AA** may agree to extend this period in exceptional circumstances);

f) We cannot verify Your policy, that is
where **You** cannot produce a valid vehicle registration or address. If this cannot be produced, and the **AA** is unable to verify that the appropriate Breakdown Cover is held, the **AA** reserves the right to refuse service. The **AA** may, at its discretion, offer service on receipt of immediate payment (by credit, debit or switch card). The cost of this will be confirmed to **You** prior to purchase. The amount paid will be fully refunded if it can be established that Breakdown Cover was held at the time of the **Breakdown** (For information, please see Section 4 of the Breakdown Cover Policy Arrangement and Administration Contract for **AAISL's** fees in the event of refund). No refunds will be given if **Your** policy entitlement cannot be proved, or simply because **Your Vehicle** cannot be fixed at the roadside.

g) Unreasonable behaviour, that is
where the **AA** reasonably considers, on reasonable grounds, that **You**:

- **(i)** or anyone accompanying **You**, or who is receiving, or entitled to receive assistance in connection with **Your** policy, is behaving or has behaved in a threatening or abusive manner to **AA** employees, mechanics or agents, or to any third party contractor; or
- **(ii)** have falsely represented that **You** are entitled to services that **You** are not entitled to; or
- **(iii)** have assisted another person in accessing **AA** services to which they are not entitled; or
- **(iv)** owe the **AA** money with respect to any services, spare parts or other matters provided by the **AA** or by a third party on the **AA's** instruction;

h) The recovery of unaccompanied children, that is
the recovery of any child under 16 years of age unless they are accompanied at all times by an adult (unconnected with the **AA** or its agents).

Additional services

3. Any additional services made available by the **AA** which are not described in these terms and conditions are provided on a purely discretionary basis and may be withdrawn at any time.

Use of agents

4. Service from dedicated patrol members is subject to availability and may be supplemented by use of appropriate agents. The **AA** will only accept responsibility for the actions of an agent where the agent is acting on the **AA's** instruction.

Requests for assistance

5. All requests for assistance must be made to the **AA** using the contact instructions provided by the **AA** from time to time. If **You** contact a garage direct, **You** will have to settle its bill and the **AA** will be under no obligation to reimburse **You** for the cost of call out or repairs.

Emergency nature of breakdown service

6. AA Patrols are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or roadworthiness of a vehicle after a breakdown or an emergency repair. In addition, whilst AA Patrols will exercise such care and skill as is reasonable in a roadside emergency situation, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned.

Changes to terms and conditions

7. The **AA** is entitled to change any of the terms and conditions at renewal. The **AA** also reserves the right to make changes to these terms and conditions during the **Policy Year**, on the giving of at least two weeks notice, where this is necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

Changes to Your Personal Details

8. Changes to **Your** name or address must be notified to the **AA** immediately. This must be done by contacting **AAISL** on 0330 053 0203 or by writing to **AAISL** at:

AA Insurance Services, Q3 Quorum Business Park, Benton Lane, Newcastle Upon Tyne, Tyne & Wear, NE12 8EX.

The **AA** is entitled to serve any notice to be given under these terms and conditions, or any other materials it is required to give **You**, by sending the same to the last address provided by **You** if the **AA** usually contact **You** by post, or the last email address provided by **You** if the **AA** usually contact **You** electronically.

Matters outside the AA's reasonable control

9. While the **AA** seeks to meet the service needs of **Policyholders** at all times, its resources are finite and this may not always be possible. The **AA** shall not be liable for service failures where the **AA** is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside the **AA's** reasonable control include (but are not limited to) acts of God, outbreak of hostilities, riot, civil disturbance, acts of **Terrorism**, acts of government or authority (including the refusal or revocation of any licence or consent), **Fire**, subsidence, explosion, flood, snow, fog or other bad weather conditions, roads that are not reasonably accessible by the **AA**, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers

or sub-contractors, **Theft**, malicious damage, strike, lock out or industrial action of any kind.

Exclusion of liability for loss of profit etc

10. The **AA** shall not, in any event, and to the extent permitted by law, have any responsibility for

(a) any increased costs or expenses; or
(b) any loss of:
- **(i)** profit; or
- **(ii)** business; or
- **(iii)** contracts; or
- **(iv)** revenue; or
- **(v)** anticipated savings; or

(c) for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise.

For the avoidance of doubt, nothing in this clause or these terms and conditions shall exclude or restrict the **AA's** liability for negligence resulting in death or personal injury.

Enforcement of terms and conditions

11. Failure to enforce or non-reliance on any of these terms and conditions by the **AA** will not prevent the **AA** from subsequently relying on or enforcing them.

12. None of the terms and conditions, or benefits, of the Breakdown Cover policy are enforceable by anyone else other than the **Policyholder**. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

Use of headings

13. The headings used in this policy are for convenience only and shall not affect the interpretation of its contents.

Interpretation: use of English law and language

14. **Your** Breakdown Cover policy and these terms and conditions are governed and should be interpreted by the laws of England and Wales. The EEA State for the purpose of Breakdown Cover is the United Kingdom. The terms and conditions are written in English and all correspondence entered into shall be in English.

Fraudulent Applications

15. If **We** discover that **You**, or anyone acting for **You** has knowingly:

- made a fraudulent or false application
- misrepresented any answers to **Our** questions or withheld any relevant information in order to influence the **AA**
- provided false or invalid documents in support application; or
- following an allegation or suggestion of fraud by the **AA**, or any other 3rd Party Business

Partner, withdrawn an application, had an application refused or declined or had a policy cancelled or made void

We may:

- treat **Your** policy as if it never existed from the date of the fraud or misrepresentation and retain any premium **You** have paid for this policy.
- serve **You** a 7 day notice of cancellation on all other policies that **You** hold with **Us**.
- pass details to the Police and fraud prevention agencies.
- refuse to honour **Your** application if any way fraudulent, false or exaggerated and recover from **You** any costs that have been incurred.

Part 2: Breakdown cover policy arrangement and administration contract – your contract with AAISL

Set out below are the terms and conditions of **Your** contract with Automobile Association Insurance Services Limited (“**AAISL**”) relating to **AAISL’s** arrangement and administration of **Your** Breakdown Cover Policy. The minimum duration of **Your** arrangement and administration contract with **AAISL** is the duration of **Your** Breakdown Cover Policy and **Your** contract with **AAISL** will terminate simultaneously with the termination of the related Breakdown Cover Policy (whatever the reason for such termination).

1. Who regulates AAISL?

AAISL is authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority is an independent body that regulates the financial services industry in the UK. **AAISL’s** permitted business is that of an insurance intermediary dealing in and arranging contracts of general insurance. **You** can check this information on The Financial Services Register by visiting their website fca.org.uk. The registration number is 310562.

2. Which companies does AAISL deal with?

AAISL deals with Automobile Association Developments Limited (trading as AA Breakdown Services) which provides the Breakdown Cover. **AAISL** acts as an agent of AA Breakdown Services, when accepting or refunding premiums. AA Breakdown Services is the only provider of breakdown assistance available through **AAISL**. **AAISL** may renew **Your** cover to a different underwriter or notify **You** of a future change if the underwriter of **AA** products has changed for new policies for any reason.

3. What services does AAISL provide?

AAISL provides the following services to **You**:

- Providing information about Breakdown Cover on offer: **AAISL** will provide **You** with information on Breakdown Cover available from AA Breakdown Services.
- Arranging Breakdown Cover. Once **You** decide what cover **You** require, **AAISL** will arrange this for **You** with AA Breakdown Services), dealing with payment and issuing the relevant policy documentation.
- Administering Breakdown Cover: After arranging Breakdown Cover **AAISL** will administer

it on **Your** behalf, including supplying replacement policy documentation, keeping **Your** policy records up to date, dealing with enquiries; making changes to payment methods, renewing **Your** cover (including Autorenewal) and cancelling **Your** cover (including refunds of premium on behalf of AA Breakdown Services).

- If, during the period of **Your** Breakdown Cover, AA Breakdown Services wishes to alter the terms and conditions of cover, **AAISL** will provide **You** with the relevant information. **AAISL** will, for compliance purposes, keep a copy of the policy that was issued to **You**. Communication by **AAISL** concerning any policy issued will be in English.

AAISL act for AA Breakdown Services in marketing its roadside assistance products: **AAISL** is authorised to act for AA Breakdown Services when entering into a breakdown assistance contract with **You** on their behalf.

4. What will You have to pay for services provided by AAISL?

AAISL will always inform **You** of, or confirm in writing, its fees for the services it provides under this contract and the fees will be identified separately from the Breakdown Cover premium.

AAISL will normally charge an arrangement and administration fee in relation to the services it provides. **You** will be advised, in advance, if this fee will apply, and the amount payable. Subject to statutory rights **You** may have as a consumer, **AAISL** will not refund any of its fees except:

a) If the **AA** refund fees in the circumstances set out in Clause 2f in the Breakdown Cover General terms and conditions;

b) If **You** cancel in circumstances set out in Clause 7 in the Breakdown Cover General terms and conditions;

AAISL will also tell **You** about any other charges relating to Breakdown Cover.

AAISL has authorised AADL to act as its agent for the purpose of receiving any amounts due under contract with **AAISL**. Payments will be collected using the payment method provided when purchasing **Your** Breakdown Cover Policy. If **You** are due a refund of premium following cancellation or another transaction, **AAISL** will be entitled to deduct any fee, charges or other sums **You** owe in respect of Breakdown Cover before making any such refund.

5. Changes to Arrangement and Administration contract

AAISL is entitled to change any of these terms and conditions at renewal. **AAISL** also reserves the right to make changes to these terms and conditions during the **Policy Year**, on the giving of at least two weeks' notice, where this is necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

6. Matters outside AAISL's reasonable control

AAISL shall not be liable for service failures where it is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside **AAISL's** reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot,

civil disturbance, acts of **Terrorism**, acts of government or authority (including the refusal or revocation of any licence or consent), **Fire** subsidence, explosion, flood, snow, fog or other bad weather conditions, roads that are not reasonably accessible by the **AA**, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default or suppliers or sub-contractors, **Theft**, malicious damage, strike, lock out or industrial action of any kind.

7. Exclusion of liability for loss of profit etc

AAISL shall not, in any event, and to the extent permitted by law, have any responsibility for

(a) any increased costs or expenses; or

(b) any loss of:

- **(i)** profit; or
- **(ii)** business; or
- **(iii)** contracts; or
- **(iv)** revenue; or
- **(v)** anticipated savings; or

(c) for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise.

For the avoidance of doubt, nothing in this clause or these terms and conditions shall exclude or restrict the **AA's** liability for negligence resulting in death or personal injury.

8. Third parties

None of the terms and conditions, or benefits, of this Contract are enforceable by anyone else other than the **Policyholder**. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

9. Interpretation: use of English law and language

This contract is written in English and is governed by, and should be interpreted under, the laws of England and Wales.

10. Is AAISL covered by the Financial Services Compensation Scheme (FSCS)?

The activities of **AAISL** in arranging Breakdown Cover are covered by the FSCS. **You** may be entitled to compensation from the scheme if **AAISL** cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.

12. Use of headings

The headings used above are for convenience only and shall not affect the interpretation of its contents.

Cancellation terms that apply to additional cover

Definitions

Certain words and expressions used throughout and up until the end of this Cancellation Terms That Apply to Additional Cover section of this policy booklet have a specific meaning. To help identify these we have highlighted them in **bold** throughout.

AAISL	Automobile Association Insurance Services Limited.
Insurer	The insurer of the additional cover as defined within each section.
Statement of Fact	The document headed Statement of Fact giving details of the persons insured, the **Insurer**, details of the insured car, the cover, the premium and the period of cover.
You, Your	The policyholder

Cancellation procedures depend upon who invokes cancellation.

a) The Insured

If the Motor Legal Assistance, Car Hire or Motor Accident Plan benefits detailed in this policy wording are included as standard within **Your** car insurance policy then this cover can only be cancelled when **You** cancel **Your** car insurance policy. Please refer to the cancellation conditions in Section 17 Subsection 3. **You** can check whether these benefits are included as standard by referring to the About Your Cover and Price section of **Your Statement of Fact**.

If Motor Legal Assistance, Car Hire, Motor Accident Plan, Excess Protection or Breakdown Cover have been added to **Your** car insurance policy as additional cover, **You** can cancel this policy without cancelling **Your** car insurance policy. The following cancellation conditions apply.

If cover has started, **You** have a right to cancel and receive a refund which will be subject to a charge for the period of cover **You** have received. No refund of premium will be allowed if a claim has or is being made against **Your** car insurance policy during the current period of cover.

Where cover has not started, **You** will be entitled to a full refund of the premium **You** have paid.

Where **You** cancel the car insurance policy then Motor Legal Assistance, Car Hire, Motor Accident Plan, Excess Protection and Breakdown Cover will also be cancelled on the same date.

If **You** need to cancel Motor Legal Assistance, Car Hire, Motor Accident Plan, Excess Protection or Breakdown Cover contact **AAISL** on 0330 053 0203.

b) AAISL (Instalment defaults)

If **You** are paying for **Your** car insurance policy and Motor Legal Assistance, Car Hire, Motor Accident Plan, Excess Protection and Breakdown Cover policy by instalments, **You** irrevocably authorise **AAISL**, as **Your** agent, at **AAISL's** discretion to cancel both **Your** car insurance policy and these products following and in accordance with any default notice sent to **You**. **You** also irrevocably authorise **AAISL** to receive any refund of premium due on **Your** car insurance policy**,** Motor Legal Assistance, Car Hire, Motor Accident Plan, Excess Protection and Breakdown Cover and apply it to pay or reduce any sums owed to **AAISL** including commission (up to a maximum of £75) paid by the **Insurer** to **AAISL** in relation to these and any outstanding premium due on Motor Legal Assistance, Car Hire, Motor Accident Plan, Excess Protection and Breakdown Cover. Please see the terms and conditions of **Your** car insurance policy for details as to the circumstances in which a refund may be payable on that policy.

c) Insurer and AAISL (Excluding Instalment defaults)

The **Insurer** or **AAISL** may cancel Motor Legal Assistance, Car Hire, Motor Accident Plan, Excess Protection or Breakdown Cover if there are grounds to do so such as:

1. **You** provide the **Insurer** or **AAISL** with inaccurate or incomplete information.
2. **You** act in a fraudulent manner.
3. **You** fail to pay the premium.
4. **You** use threatening or abusive behaviour or language towards **AAISL** or **Insurer** staff or suppliers.
5. **You** make a change to **Your** information which renders the risk no longer acceptable for **Us** to insure.
6. **You** no longer own the insured car.
7. The insured car has been declared a total loss.
8. Failure to supply requested validation documentation (for example, proof of address, V5, proof of purchase, proof of No Claims Discount, Driving Licence of any named driver, Security certificate etc.).

Your Insurer or **AAISL** will send at least 7 days written notice to **Your** last known address.

Provided that:

(i) the insured car has not been subject to a total loss claim (i.e., written off or stolen and not recovered);

(ii) a claim has not been made or is not in the process of being made against **Your** car insurance policy during the current period of cover.

(iii) cancellation is not due a false declaration or fraud; and

(iv) all instalment payments are fully up to date

then a full pro rata premium refund from the date of cancellation will be paid to **You.**

Managing Your cover and use of Your data

Renewing your cover

Automatic renewal

If you are paying annually by continuous debit or credit 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. Automatic renewal is subject to us holding a valid debit or credit card if you pay annually, or there being a valid Direct Debit Instruction in place and you passing our affordability checks if you pay by monthly instalments. We will write to you in good time 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'd like to stop your policy from automatically renewing, there are a few ways you can do this:

Phone: 0330 053 0203

Website: theAA.com/stop-auto-renew

Post: AA Insurance Services
Q3 Quorum Business Park,
Benton Lane,
Newcastle Upon Tyne,
Tyne & Wear,
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 your premium and the new monthly instalments that you will have to pay and any changes to cover that will take effect at renewal.

If your policy is automatically renewed, you are entitled to a refund of any monies paid, subject to those fees specified under Section 17 Subsection 3: Cancellation (unless you have made a total loss claim) up to 14 days after the date you receive your policy documentation or the date you enter into the contract (whichever is the later).

Single annual payment

If you have chosen to pay by single annual payment we will write to you in good time before your renewal is due. To renew, please call our customer service team on 0330 053 0203 once you have received your renewal documents.

General renewal terms

When we send you your renewal terms these may include renewing to a different authorised insurer if one of our other underwriting panel members is offering a lower premium or your existing 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.

When your car insurance policy renews, any additional cover (such as Excess Protection, or Breakdown Cover) will also be renewed unless you tell us otherwise. If you wish to add or remove any additional cover at renewal please contact our customer service team on 0330 053 0203.

To make a complaint

If you would like to make a complaint, there are several ways you can contact us. We will do our best to try and resolve the situation.

For your car insurance policy, Motor Legal Assistance, Car Hire, Motor Accident Plan and Excess Protection:

Phone: 0344 209 0556

Email: insurance.complaints@theAA.com

Post: Customer Solutions,
The Automobile Association,
Park Square,
Birdhall Lane,
Cheadle,
SK3 0XN

Text phone: 0370 600 1303

For Breakdown Cover:

Phone: 0344 209 0556
0161 333 5910

Email: customer.solutions@theAA.com

Post: Customer Care
The AA, Park Square
Bird Hall Lane
Cheadle Heath
Stockport
SK3 0XN

Text users can contact us on any of our published telephone numbers via the "Next Generation Text Service" (formally Text Relay).

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

If we acknowledge your complaint, we'll advise you who is dealing with it and when you can expect a response. We aim to provide a final response within 8 weeks, however, if we're unable to do so, we'll contact you before this time and let you know why, along with details on how long we expect our investigations to take.

If you are 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.

Contacting the Financial Ombudsman Service

You need to contact the Financial Ombudsman Service within 6 months of receiving the final decision on your complaint. The Financial Ombudsman Service has discretion to look at complaints outside this time limit in exceptional circumstances e.g., if you were incapacitated during the 6-month period.

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

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.

Complaints about your insurer

If your complaint is about your insurer, and your insurance is with certain underwriters at Lloyd's, you can contact them in several ways:

Phone: 020 7327 5693

Email: complaints@lloyds.com

Post: Policyholder & Market Assistance
Market Services
Lloyd's
One Lime Street
London
EC3M 7HA

Make sure you have your policy number and customer ID to hand.

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 comprehensive car insurance you are covered for 90% of the claim, without any upper limit. For compulsory insurance (e.g., third-party motor) the claim is covered in full, without any upper limit.

Further information about compensation scheme arrangements is available at fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.

Please make sure you always quote your policy number and customer ID from your Certificate or Statement of Fact. This complaints procedure doesn't affect your statutory rights.

To make a claim on your car insurance

If you have an accident

- Try to keep calm and don't admit fault.
- Exchange details with the other driver and record names, addresses and telephone numbers of passengers and any other witnesses to the accident.
- Report the accident to our Accident Assist team.

If you need to claim

- First check your policy and insurance certificate carefully to make sure that your claim is valid.
- Then phone our Accident Assist team as soon as possible. They'll tell you what you need to do next.
- You may be required to fill in a claim form. If so, fill it in fully and send it to the address on the claim form as soon as you can. Please remember to enclose all the information and documents you've been asked for.
- If you are making a claim involving malicious damage, theft or deliberate fire, you must immediately report it to the police and provide us with a crime reference number.

Accident Assist 0330 053 0322

Lines open 24 hours a day, 365 days a year.

You can also register a claim on our app or online at www.theaa.com/car-insurance/claims

If you need to make a claim on any additional covers you may have, please refer to the relevant additional cover section within this policy booklet.

You'll need the policy number from your Certificate or Statement of Fact each time you contact us about a claim.

To speak to our customer service team

If you have any questions, or need advice, you can contact our customer service team on **0330 053 0203**.

Use of your personal data

This short form privacy notice provides a summary of how your personal data is used by the AA Group. The data controllers of our insurance policies and products are the Automobile Association Insurance Services Limited and separately the underwriter(s) of your policy.

Full details on how we use your information, and contact details for our Data Protection Officer can be found at theAA.com/privacy-notice-insurance. We may update our privacy notice from time to time.

Please see your insurer's privacy policy for how they process your personal data.

Personal Data we hold, use and the reasons for processing.

We collect and use your personal data to provide you with insurance policies.

We use this to:

- assess your application and consider whether or not to offer you the product or service, as well as the price, the risk of doing so, the availability of payment methods and the terms of the policy;
- provide you with direct marketing (subject to your preferences);
- help us develop new products and services, as well as improve our current ones;
- comply with legal and regulatory obligations and requirements,
- improve the operation of our businesses;
- share information with our business partners to help provide our products and services (e.g., claims handling); and
- enable AA Group companies to perform any of the above purposes.

These uses are generally needed to provide the services to you and for our legitimate interest.

Disclosures and Transfers

We share your information where required, for the reasons described above, with:

- AA Group companies;

- our suppliers and business partners;
- government organisations; and
- one or more credit reference and fraud prevention agencies to perform credit, risk and identity checks on you.

There might be instances where we rely on third parties, such as service providers that are based outside UK or EEA, to support our businesses. Where there is access to data from international locations, we have appropriate contractual safeguards in place.

Your rights

Below is a list of the rights that all individuals have under UK data protection laws. You have the right to:

- be informed about the processing of your personal information;
- have your personal information corrected;
- object to processing;
- request restriction of processing;
- have your personal information erased;
- request access to your personal information and how we process it;
- 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.

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'll comply with your request. Where we can't comply, we'll let you know the reasons why.

TCPB 1223