



# **Buildings Policy Booklet**

September 2021

**AA**

## WELCOME TO AA INSURANCE SERVICES

A warm welcome and thank you for arranging your home insurance with AA Insurance Services. Our aim is to combine value for money with peace of mind, making home insurance as straightforward as possible. Your home insurance is provided by one of a panel of Insurers and details of the name and contact details can be found clearly on your Statement of Insurance.

Your policy booklet and Statement of Insurance include everything you need to know about your Home Insurance cover. Alternatively, you can always contact our experienced customer service agents who are there to help you with all your home insurance needs.

The AA is able to offer you more than just great deals on home insurance. If you want more information on our other products or services, we can help you. Either call us or visit our website on [theAA.com](http://theAA.com).

## A GUIDE TO YOUR POLICY BOOKLET

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## DEMANDS AND NEEDS

AA Home insurance allows you to choose different levels of cover depending on **your** needs. **Your Statement of Insurance** will confirm the cover you have selected. The choices you have made will depend on **your** personal circumstances and therefore please check **your Statement of Insurance** to check the cover continues to meet **your** needs.

Cover level	Meets the Demands and Needs of:
Building cover	Customers who want to insure their property for loss or damage against events such as a fire, with unlimited rebuilding costs.
Accidental Damage	Customers who want to insure their property against accidental damage.

## 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.

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 Services Helpline** on **0343 316 1617**.

## DEFINITIONS – AA BUILDINGS INSURANCE

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

To help **you** identify these **we** have printed them in **bold** and *italics* throughout this policy.

<b>AAIS</b>	Automobile Association Insurance Services Limited.
<b>Accidental damage</b>	Unexpected and unintended damage caused by sudden and external means.
<b>Associated costs</b>	The cost of clearing a site, demolition, shoring up or propping up the <b>building</b> to carry out repairs.
<b>Authorised insurer</b>	The insurer providing buildings cover as shown in your <b>Statement of Insurance</b> .
<b>Bedroom</b>	A room used as a bedroom or originally intended to be used as a bedroom but now used for other purposes.
<b>Building</b>	<b>Your home</b> as shown in the <b>Statement of Insurance</b> and, if they form part of the <b>property</b> : (a) tennis hard courts, swimming pools, ornamental ponds, fountains, terraces, patios, paths, drives, car ports, boundary and garden walls, gates, hedges and fences; (b) <b>fixtures and fittings</b> which belong to <b>you</b> as owner of the <b>home</b> ; and (c) tanks, drains, pipes and cables which service <b>your home</b> .
<b>Endorsements</b>	Any changes to the terms of <b>your</b> policy.
<b>Fixtures and fittings</b>	Built-in furniture. Built-in domestic appliances. Fixed glass and sanitary ware. Fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters. Fixed wall, floor and ceiling coverings (other than carpets).
<b>Heave</b>	Upward movement of the ground beneath the <b>building</b> as a result of the soil expanding or swelling.
<b>Home</b>	The house, bungalow, flat or maisonette shown in the <b>Statement of Insurance</b> . Domestic garages belonging to the <b>property</b> . Outbuildings if they form part of the <b>property</b> . Excluding items indicated in (a), (b) and (c) under <b>building</b> .
<b>Insured value</b>	The amount shown in the <b>Statement of Insurance</b> as the most <b>we</b> will pay for any number of claims arising from the same event.
<b>Landslip</b>	Downhill movement of soil on sloping ground.
<b>Optional Policy Enhancements</b>	Any additional AA policies that <b>you</b> have chosen to purchase which are connected to this policy.
<b>Policyholder</b>	The person(s) named in the <b>Statement of Insurance</b> .
<b>Property</b>	The <b>building</b> and the land within its boundary.
<b>Settlement</b>	The natural downward movement as a result of the soil being compressed by the weight of new <b>buildings</b> within ten years of construction.
<b>Statement of Insurance Storm</b>	The document which gives details of <b>you</b> , the <b>authorised insurer</b> , the <b>home</b> and cover. A period of violent weather defined as: a) Wind speeds with gusts of at least 48 knots (55mph) which are the equivalent to Storm Force 10 on the Beaufort Scale; b) torrential rainfall at a rate of at least 25mm per hour; c) snow to a depth of at least one foot (30cms) in 24 hours; or d) hail of such intensity that it causes damage to hard surfaces or breaks glass.
<b>Subsidence</b>	Downward movement of the ground beneath the <b>building</b> where the movement is unconnected to the weight of the <b>building</b> .
<b>Unfurnished</b>	When <b>your home</b> is not sufficiently furnished for normal living purposes for more than 30 consecutive days.
<b>Unoccupied</b>	When <b>your home</b> has not been lived in by <b>you</b> , or a person authorised by <b>you</b> , for more than 30 consecutive days.
<b>We, our, us</b>	The <b>authorised insurer</b> shown in the <b>Statement of Insurance</b> .
<b>You, your</b>	The <b>policyholder</b> , their spouse/partner, relatives and domestic employees normally living at <b>your home</b> .

# YOUR CONTRACT OF INSURANCE

## Introduction to your buildings insurance cover

Insurance has been arranged between an insurance company or certain underwriters at Lloyd's (being the **authorised insurer**) and **you**, the insured. The name of the **authorised insurer** can be found in the **Statement of Insurance**.

This **authorised insurer** relied on the information and statements **you** gave when they agreed to provide cover. This information and statements together with this policy booklet, the **Statement of Insurance** and any **endorsements** form the contract of insurance and must be read together as one document. Please read these carefully to make sure they meet **your** needs.

The **authorised insurer** has agreed to insure **you** under the terms, conditions and exclusions in or endorsed on this policy booklet. **You** are insured against liability, loss or damage that may happen during any period of insurance for which **you** have paid or agreed to pay the required premium.

For Lloyd's Policies: In order that these documents may be signed and issued as evidence of the insurance, the **authorised insurer** has entered into a written binding authority contract, which empowers an authorised Director of Automobile Association Insurance Services Limited to sign and issue this Policy on behalf of Lloyd's underwriters.

### Important

You must take reasonable care to ensure that the information provided by you or on your behalf in relation to your AA Buildings Insurance is provided honestly, fully and to the best of your knowledge. If any of your insurance, or personal, details set out on your Statement of Insurance are incorrect or incomplete, or if you need to make a change (e.g. change of address), please call the Customer Services Helpline as soon as possible.

**Failure to do so may result in your insurance being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.**

For a full listing of notifiable changes, please see section *General Conditions that Apply to the Whole Policy* on pages 9,10.

**You** will find full details of what is covered and what is not covered on the following pages. But if at any time **you** need more information, or would like to check **your** cover, please phone our **Customer Services Helpline** on **0343 316 1617**.

## SECTION 1: Standard Buildings Cover

### What is covered

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

**BUT NOT** the first £100 of each incident of loss or damage unless otherwise stated in **your statement of insurance**, except for claims for escape of water where the first £250 of each incident of loss or damage is not covered.

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

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

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

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

### What it is insured against

**We** will pay for loss or damage to the **building** caused by the following:

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

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

2. Theft or attempted theft.

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

3. Water or oil as a result of a burst, leaking or overflowing domestic water or heating installation, appliance or piping. This includes damage to any water installation caused by freezing or bursting.

**We** will also pay up to £5,000 in total for the costs **we** have agreed in advance for locating the source of the damage including the reinstatement of any wall, flooring or ceiling removed or damaged during the search.

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

**OR** loss or damage caused by **subsidence, heave** or **landslip**.

4. A collision or impact involving:
  - a vehicle, aircraft or other aerial device (or anything falling from them), or animal; and
  - breakage or collapse of a television or radio aerial, a satellite dish, or their fittings and masts.

**BUT NOT** loss or damage caused by **your** pets.
5. Falling trees, branches, lamp posts, telegraph poles, electricity pylons, poles or overhead cables. This includes the cost of removing the object which has caused the loss or damage  
**BUT NOT** loss or damage caused by lopping, topping or felling of trees on **your property**.
6. **Subsidence** or **heave** of the site on which the **building** stands or **landslip**.  
**BUT NOT** loss or damage to tennis hard courts, swimming pools, ornamental ponds, fountains, terraces, patios, paths, drives, car ports, boundary and garden walls, gates, hedges and fences unless **your home** is damaged by the same cause at the same time.  
**OR** loss or damage caused by:
  - coastal or riverbank erosion;
  - demolition, structural alterations or structural repairs;
  - faulty design;
  - foundations which did not meet building regulations at the time of construction;
  - any loss or damage where compensation is provided by contract or legislation;
  - damage to solid floor slabs or damage resulting from their movement unless the foundations under the outside walls of **your home** are damaged at the same time by the same cause;
  - damage to the **building** caused by the action of chemicals or by the reaction of chemicals with any materials which form part of the **building**; or
  - **settlement**.
7. Malicious acts or vandalism.  
**BUT NOT** loss or damage if **your home** was left **unfurnished** or **unoccupied** at the time of the loss or damage,  
**OR** loss or damage caused by **you**, or any persons lawfully in **your home**.  
**OR** caused while anyone who is not a member of **your** family is living in the **home** unless force and violence has been used to get into or out of the **home**.
8. Riot, civil commotion, strikes, labour or political disturbances.
9. **Accidental damage** for which **you** are legally responsible to cables, underground pipes or underground tanks servicing the **property**. This includes up to £1,000 for the cost of breaking into and repairing an underground pipe for which **you** are legally responsible for between the main sewer and **your home** if it is essential to clear a blockage because normal methods of releasing the blockage are unsuccessful. For more information about which water and sewerage pipes are your legal responsibility please visit <https://www.ofwat.gov.uk/consumerissues/rightsresponsibilities/supplypipes>.

### Accidental Damage to your building

This cover only applies if **your Statement of Insurance** shows that **accidental damage** is included and is not excluded by **endorsement**.

10. Accidental loss or **Accidental damage to your building**.  
**BUT NOT** loss or damage caused by:
  - insects, parasites or vermin;
  - fungus or mildew;
  - atmospheric or climatic conditions, frost or the action of light;
  - alterations, repairs, maintenance, restoration, dismantling or renovating;
  - any process of cleaning, drying, dyeing, heating or washing;
  - chewing, scratching, tearing or fouling by pets;
  - faulty design or workmanship or using faulty materials;
  - mechanical or electrical breakdowns or failure;
  - demolition, structural alterations or structural repairs; or
  - the **building** moving, settling or shrinking.**OR** loss or damage while any part of **your home** is lent, let, sublet or shared.  
**OR** loss or damage shown as not insured under causes 1 to 8.

**We also provide the following additional benefits.**

### What is covered

11. After loss or damage insured by this section:
  - **associated costs** which **we** agree to in advance;
  - architect's, surveyor's, consulting engineer's, legal and other fees **you** have to pay to reinstate the **building**; and
  - any extra costs **you** have to pay when reinstating or repairing the **building** to comply with Statutory Building Regulations or Municipal or Local Authority Bye-Laws or EC legislation unless **you** were given notice of the requirement before the loss or damage took place.

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

- 12 If **your home** cannot be lived in because of causes 1 to 10 **we** will pay:
- the costs **we** have agreed in advance for **your** alternative accommodation (which is of a similar size and standard to **your home**) and that of **your** domestic pets.
  - any rent that **you** would have received;
  - rent **you** still have to pay including up to two years' ground rent.
- The most **we** will pay for any one claim is £45,000.
- 13 **We** will pay for the cost of replacing and fitting new locks or lock mechanisms to external doors, windows, intruder alarms and safes installed in **your home** if the keys are lost or stolen anywhere in the world. The most **we** will pay for any one claim is £1,000. BUT NOT if **you** have cover under Contents cover or under a more specific policy.
- 14 If **you** sell the **building** insured by this policy **we** will continue to provide cover until the completion of the contract of sale, as long as:
- this period is not more than 90 days from the date of exchanging contracts or, in Scotland, the date of 'conclusion of missives'; and
  - **you** have already insured **your** new **building** under this policy.
- 15 If **you** sell the **building** insured by this policy it will be covered for the benefit of the person who buys it until the completion of the contract of sale or 'conclusion of missives'. This does not apply if the buyer has taken out other insurance.
- 16 **We** will pay for damage to **your building** caused by fire, ambulance or police services if they have to make a forced entry to **your home** because of an emergency at **your home**. The most **we** will pay for any one claim is £1000.
- 17 **We** will pay for damage to **your** trees, shrubs, plants and lawn caused by fire, ambulance or police services while attending an emergency at **your home**. The most **we** will pay for any one claim is £1000.

## Your legal liability as owner of the building

### What is covered

#### 1. **Your** legal liability as owner of the **building**:

**We** will insure **you** for all amounts which **you** have legal liability to pay as owner but not occupier for accidents which happen in or around the **property** which result in:

- physical injury to or illness of any person; or
- loss of or damage to property.

There is a limit of £2 million for all claims arising from any one accident plus costs and expenses which **we** agree to in writing.

**BUT NOT** liability for:

- loss of or damage to property which belongs to or is in the care of **you** or anyone **you** employ; or
- physical injury to or illness suffered by **you** or **your** employees.

**OR** liability caused by occupation of any land, **building** or the **building**.

**OR** liability as a result of:

- **your** trade, profession or employment other than as the owner of the **building**; or
- any agreement or contract, unless **you** would have been liable anyway.

**OR** liability arising from The Party Wall etc. Act 1996, which provides a framework for preventing and resolving disputes in relation to party walls, boundary walls and excavations near neighbouring buildings.

#### 2. **Your** legal liability for buildings **you** have owned in the past:

**We** will insure **your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as the past owner of any building which **you** lived in at the time of sale or disposal for incidents which happened in or around that building and which resulted in:

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

**BUT NOT** liability for:

- Any building previously owned by a domestic employee.

This insurance will continue for 7 years from the date this policy ends. But it will not apply if **your** liability is covered under more recently effected or current insurance. There is a limit of £2 million for all claims arising from any one accident plus costs and expenses which **we** agree to in writing.

**BUT NOT** liability for:

- loss of or damage to property which belongs to or is in the care of **you** or anyone **you** employ; or
- physical injury to or illness suffered by **you** or **your** employees.

**OR** liability caused by occupation of any land, building or the **building**.

**OR** liability as a result of:

- **your** trade, profession or employment other than as the owner of the **building**; or
- any agreement or contract, unless **you** would have been liable anyway.

**OR** liability arising from The Party Wall etc. Act 1996, which provides a framework for preventing and resolving disputes in relation to party walls, boundary walls and excavations near neighbouring buildings.



# GENERAL CONDITIONS RELATING TO CLAIMS

These conditions tell **you** what **you** should do if **you** want to make a claim and how **we** will settle **your** claim. If **you** have any questions about making a claim please phone **our** Customer Services Helpline on **0343 316 1617**.

## 1. Notifying a claim

### (a) What **you** must do

- Notify the police as soon as possible and obtain a crime reference number if the loss or damage has been caused by theft, attempted theft, malicious people, riot, civil commotion, strikes, labour or political disturbance.
- Phone the authorised insurer of **your** policy on the number shown on **your Statement of Insurance** as soon as possible. **They** will send **you** a claim form which **you** should fill in and return to us as soon as possible.
- Let **us** know about any writ, summons or likely prosecutions.
- As soon as reasonably possible after the injury, loss or damage, provide **us** with details of the claim, including any detailed particulars, proofs or certificates, or original valuations, receipts or proofs of purchases pre-dating the loss, or other documents that **we** may reasonably require, and estimates for repair or replacement. **We** will not pay for this information unless agreed by **us** in writing.

### (b) What **you** must not do

- **You** or anyone acting for **you** must not negotiate, admit or deny any claim without **our** written permission.
- Dispose of any damaged items until **we** have had the chance to inspect them.

## 2. How **we** will settle **your** claim

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

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

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

If a repair is not carried out, or if the loss or damage involves part of the **building** that is in a poor state of repair or redecoration, then **we** will decide to either:

- a) pay the cost of rebuilding or repairing the damage, less a deduction for any wear and tear; or
- b) pay the difference in the market value of the **building** immediately before and immediately after the damage. This amount will not exceed what **we** would have paid under point a).

Repairs completed by **our** approved repairers as a result of a claim covered by this insurance are guaranteed. The length of guarantee will vary depending on **your authorised insurer**, but will be a minimum of 12 months.

## 3. Matching suites or sets

**We** treat each item of a matching set or suite of furniture, sanitary fittings or other fixtures or fittings as a single item.

**We** will only pay the cost of repairing or replacing the damaged item. **We** will not pay for repairing or replacing any undamaged item that is part of a matching set or suite where damage occurs to a specific item of the matching set or suite.

## 4. Our rights

**We** are entitled to:

- take over, defend or settle any legal action in **your** name;
- take legal action at **our** expense and for **our** benefit, but in **your** name, to recover any payment **we** have made under the policy; and
- receive from **you** any help and information **we** may need.

## 5. Salvage

**We** or **our** agent may enter any building where there has been loss or damage and deal with any salvage. However, **you** must not abandon **property to us**.

## 6. Other insurance

If **you** claim under this insurance and there is any other insurance covering the same liability, loss or damage, **we** will pay only **our** proportionate share of the damage.

## 7. Automatic reinstatement to the maximum insured value

**We** will normally automatically reinstate **your** cover to the maximum **insured value** and any limits set out in **your** Buildings cover from the date **we** pay any claim. If **we** are not going to do this, **we** will give **you** written notice before **we** pay **your** claim.

## 8. Fraudulent claims and statements

If **you** or anyone acting on **your** behalf makes any claim or statement knowing it to be false or fraudulent as regards, amount or otherwise, or if any loss or damage is caused by **your** wilful act or with **your** connivance, **we** will not pay the claim and all cover under this policy will cease and **you** will lose all premiums **you** have paid for this policy. In addition **we** may recover any sums paid by way of benefit under the policy.

If **you** fraudulently provided **us** with false information, statements or documents **we** may record this on anti-fraud databases; **we** may also notify other organisations.

## GENERAL EXCEPTIONS THAT APPLY TO THE WHOLE POLICY

It is important **you** read the general exceptions and general conditions overleaf so that **you** understand the basis of which **you** have undertaken this insurance.

If **you** have any questions, please phone **our** Customer Services Helpline on **0343 316 1617**.

### General exceptions

**This policy does not insure the following:**

1. Loss or damage arising from gradually operating causes including deterioration, wear and tear, corrosion, rot or similar causes.
2. Any fall in market value as a result of repairs or reinstatement.
3. Loss or damage as a result of delay, confiscation or detention by order of any government or public authority.
4. Loss where **property** is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
5. Any legal liability, injury, loss or damage to any property and/ or person, or any resulting loss or expense, directly or indirectly caused by or contributing to or arising from:
  - any disease,
  - the fear or threat of any disease,
  - government or local authority action in response to any disease.
6. Incidents which took place before the start of this insurance.
7. Loss, damage, liability or injury directly or indirectly caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
8. Damage caused by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
9. Any legal liability, loss or damage to any **property**, or any resulting loss or expense, directly or indirectly caused by or contributing to or arising from:
  - ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
  - the radioactive, toxic, explosive or other hazardous properties of explosive nuclear equipment or its nuclear parts.
10. Loss, damage, or any resulting loss or liability of injury directly or indirectly caused by, contributed to or arising from pollution or contamination unless it is:
  - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the **property**; and
  - reported to **us** within 30 days of the end of the period of insurance.

In which case, all such pollution or contamination will be considered to have happened at the time of such accident.
11. Loss or damage or expense caused by or any legal liability arising from any computer hardware or software or other electrical/electronic equipment not being able to recognise or process any date as the true calendar date. Subsequent loss or damage which is otherwise covered by the policy is nevertheless insured.
12. (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.
13. Any legal liability, injury, loss or damage to any property and/ or person caused by or resulting from any unlawful, deliberate, wilful or malicious acts by you or anyone lawfully in the home.

# GENERAL CONDITIONS THAT APPLY TO THE WHOLE POLICY

## 1. Transfer

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

## 2. Cancellation

Procedures are explained below dependent on who invokes cancellation.

Please note that if **you** cancel **your** Buildings Insurance policy or it is cancelled by **AAIS** or **your authorised insurer** for any reason then any **Optional Policy Enhancements** such as AA Home Emergency Cover shall automatically be cancelled on the same date.

### **You**

If **you** need to cancel **your** policy, contact **AAIS** on 0343 316 1617 or write to AA Insurance Services, PO Box 2AA, Newcastle NE99 2AA.

### 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 **AAIS** arrangement fee\* of £9.

### 2. Cancellation within 14 days if cover has commenced

**You** will, for a period of 14 days from the date **You** receive **Your** policy documentation or the date **You** enter into the contract (whichever is later), have a right to cancel this policy and receive a refund (unless **You** have made a total-loss claim). This refund will be subject to a proportionate charge from **your authorised insurer** for the period of cover **you** have received and **AAIS** will also retain its arrangement fee\* of £9.

### 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 authorised insurer** will refund a percentage of the premium calculated on a pro rata basis equivalent to the period of cover left unused. No refund of premium will be allowed if a claim has been made or has arisen under this insurance prior to such cancellation during the current period of insurance. **AAIS** will charge a cancellation fee\* of £20 and also retain its arrangement fee\* of £9. If **You** have chosen to pay **Your** annual premium by instalments and a claim has been made **You** must continue to pay **Your** monthly Direct Debit or pay in full any premium of balance due.

### **AAIS (Instalment Defaults)**

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

### **The Authorised Insurer or AAIS (excluding instalment default cancellations)**

The **authorised insurer** or **AAIS** may cancel this insurance if there are serious grounds to do so such as non-payment, failure to provide **AAIS** or **your authorised insurer** with information that has been requested that is directly relevant to the cover provided under this policy or any claim, or **you** have provided **AAIS** or **your authorised insurer** with incorrect information and **you** have failed to provide a remedy. **Your authorised insurer** or **AAIS** will send at least 7 days written notice to **your** last known address.

Provided no claim has been made a full pro rata premium refund from the date of cancellation will be paid to **you** (but no refund of any **AAIS** arrangement fees\* will be made).

In the event of the **authorised insurer** becoming insolvent or becoming unable to pay its debts or ceasing to trade or taking or being the subject of any step in any form of insolvency proceedings, **you** irrevocably authorise that **AAIS** may, as **your** agent, at **AAIS** discretion, cancel this insurance by sending notice of cancellation to the **authorised insurer** and by sending at least seven days notice of cancellation by recorded delivery to **your** last known address. **You** also irrevocably authorise **AAIS'** to receive any refund of premium. A full pro rata premium refund will be allowed from the date of cancellation unless a claim has arisen under this insurance prior to such cancellation during the current period of Insurance.

If **AAIS** becomes insolvent then the **authorised insurer** may either, at its option (1) appoint an administrator to take over **AAIS'** role of collecting premium from **you** and passing such premium to the **authorised insurer**, or (2) cancel this policy upon 30 days notice and give **you** a refund of any premium paid in respect of the unexpired period left on the policy. In the latter case, the **authorised insurer** may contact **you** to offer **you** a replacement policy directly with the **authorised insurer**. The **authorised 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 **authorised insurer** shall be optional. Any such cancellation by **you**, the **authorised insurer** or **AAIS** will not affect any rights and responsibilities arising before cancellation takes place.

\*Fees chargeable by **AAIS** in the event of cancellation as referred to in this section shall become due under **Your** separate contract with **AAIS** as set out in the document entitled 'About our insurance services'. (This

contract will also be cancelled if **You** cancel **Your** Buildings Insurance policy). Any cancellation by **You**, the **authorised insurer** or **AAIS** will not affect any rights and responsibilities arising before cancellation takes place.

### 3. Taking care of your property

**You** must do all that **you** can reasonably do to avoid injury, loss or damage and protect **your property**. **You** must make sure other people do the same.

### 4. Notifying changes

The **policyholder** must contact **us** as soon as possible about any change to the information contained in the **Statement of Insurance** which may affect this insurance, this includes any changes concerning the **policyholder**, their spouse/partner, relatives and domestic employees, normally living at **your home**. For **your home** insurance policy to continue to be valid. **You** must advise **us** beforehand if **you**:

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

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

- change **your** name;
- change **your** occupation or profession;
- change the occupancy of **your home**;
- **your home** becomes **unoccupied** for more than 30 consecutive days;
- have made changes to **your home** resulting in an increased number of bedrooms;
- let out **your home** to tenants or share with lodgers;
- registered **your home** as a business address or use **your home** in any part for business, trade or a profession, unless it is just for clerical work and no clients or customers visit, which **you** have not previously notified **us** of;
- have been convicted of any criminal offence (other than a motoring conviction or if it is deemed to be spent under the Rehabilitation of Offenders Act) or have any such prosecution pending;
- have been declared bankrupt, entered into an IVA (Individual Voluntary Agreement) or become subject to bankruptcy proceedings; or
- have suffered a break-in or attempted break-in to **your home** which **you** have not previously notified **us** of.

OR if **your**:

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

**AAIS** may in some instances charge an administration fee of up to £15 if **you** require changes to **Your** policy.

### 5. Policyholder protection

To safeguard the interest of the **policyholder** under this policy the **policyholder** irrevocably appoints **AAIS** to act for the **policyholder** to cancel this policy if **AAIS** believes it is in the best interest of the **policyholder** to do so.

### 6. Applicable Law

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

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

### 7. Language

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

### 8. Third Parties

Save for the rights granted to **AAIS** 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.

### 9. Fraud

If dishonesty or exaggeration is used by **you**, **your** family or anyone acting on behalf of **you** or **your** family to obtain:

- a claims payment under **your** policy; or
- cover for which **you** do not qualify; or
- cover at a reduced premium;

all benefits under this policy will be lost, the policy may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

### 10. Financial sanctions

The **authorised insurer** or **AAIS** 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 **authorised insurer** or **AAIS** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **your** policy is cancelled, the premiums already paid for the remainder of the current insurance period will be refunded to **you**, provided no claims have been paid or are outstanding.

## **11. Several liability clause**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## RENEWING YOUR COVER

### **Automatic Renewal**

**If you are paying annually by continuous credit or debit card, or on instalments by Direct Debit, your cover will automatically renew after 12 months, for a further 12 months, unless you contact us to tell us otherwise. We will write to you at least three weeks before your renewal to confirm renewal terms.**

If you are paying by continuous card payment and your card details change, your card provider may provide us with updated details which we will use at renewal.

If you do not wish your policy to renew, please call our customer services team on 0344 854 0100.

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 2. Cancellation, of your GENERAL CONDITIONS THAT APPLY TO THE WHOLE POLICY, on page 9, (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 at least three weeks before your renewal is due. To renew, please call our customer services team on 0344 854 0100 once you have received your renewal documents.

### **General renewal terms**

When we send you your renewal terms these may include renewing to a different authorised insurer if one of our underwriting panel members is offering a lower premium or your existing insurer is not offering renewal.

When your AA Buildings Insurance policy renews any Optional Policy Enhancements (such as AA Home Emergency Cover) will also be renewed unless you tell us not to. If you wish to add or remove any of your Optional Policy Enhancements at renewal please contact our customer services team on 0344 854 0100.

Your separate contract with AAIS (see 'About Our Insurance Services') will automatically renew if your AA Buildings Insurance policy renews.

## CUSTOMER SERVICES FEEDBACK & HELPLINE

### **Customer services feedback**

**0800 13 66 24**

Please talk to us.

We'd like to know what you think about the service we give you. Please let us know if you have any suggestions or feedback for us.

### **Customer services helpline**

**0343 316 1617**

For policy advice and questions

8.00am - 8.00pm weekdays

9.00am - 5.00pm Saturday

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

# HOW TO LOOK AFTER YOUR HOME

## HINTS AND TIPS FROM THE AA

This section is to help you and it does not form any requirement or exclusion as part of the policy

### Protecting your home

If you are unfortunate enough to suffer loss or damage to your home, your insurance policy can help put things right. However, even settling a claim quickly may not compensate you for the worry and inconvenience you have suffered. In many cases however, there are steps that you can take to help prevent loss or damage in the first place, so we have listed below some hints to help you protect yourself, your family and your home.

### Fire Safety

- Fit smoke alarms on each level of your home. Carry out regular battery checks to make sure that the alarms are working
- Kitchen safety, take pans of hot oil off the heat or turn the heat down if you are called away from the cooker e.g. by a phone call
- Be careful not to overload sockets – plugging too many electrical appliances into one socket can cause overheating
- Plan an escape route and make sure everyone knows what to do in the event of a fire
- Close all doors when your home is unoccupied and when you go to bed at night

### Flood

- If you think a flood is likely, take as many of your belongings as possible upstairs
- Following a flood ensure the mains electricity is switched off and never use appliances that may be wet

### Burst pipes

- Insulate your water pipes and tanks, not forgetting the loft
- If you have upgraded your loft insulation this will make the loft colder so it's very important that pipes and tanks are fully insulated
- If your pipes freeze, turn off the water at the mains and thaw them out slowly using hot water bottles (never use a heat gun or blow torch)
- Keep heating on at low levels (even if you are away) to help prevent freezing
- Locate your main internal water stopcock so you can turn off the main water supply in an emergency – normally found under the kitchen sink, under-stairs cupboard or where the service pipe enters the building. In order to prevent seizure it is important to check the stopcock regularly to ensure it is fully functional
- If you're going to be away for a long period over the winter ask for a friend or relative to check your home to ensure no bursts have occurred

### Theft

- Ensure all windows are fitted with key-operated window locks and external doors have locks conforming to British Standard 3621 and that these are locked when you are not using them
- Ensure your garage, shed and other outbuildings are locked
- Keep all keys in a safe place, not in the door or within reach of the letterbox
- Do not leave spare keys out side of the home
- Do not leave ladders outside. Keep any tools that could be used to break into your home safely locked away
- Keep your valuables in a safe place and out of sight
- When you are out, set a timer to turn interior lights on and off at varying intervals to look as if someone is home

### Emergency Repair Helpline

If you have an urgent repair and need help finding a suitable tradesman like a plumber, electrician, locksmith or glazier, we will put you in touch with a suitable, qualified repairer.

If you have AA Home Emergency Cover call the 24 hour, Emergency Repair Line on 0800 316 3984.

If you don't have AA Home Emergency Cover call the 24 hour, Emergency Repair Line on 0800 197 9009.

## IF YOU NEED TO MAKE A CLAIM

### If you need to claim

- Check your policy and your Statement of Insurance carefully to make sure that the loss or damage is covered under this insurance.
- Phone the authorised insurer shown on your policy, on the number shown on your Statement of Insurance as soon as possible to report the loss or damage. They will tell you how to proceed with your claim.
- If you are asked to complete a claim form, please fill it in and return it as soon as possible to the address shown on the claim form. You should also enclose any other information you have been asked to provide. (We will not pay for this information unless agreed by us in writing.)
- Please also read the General Conditions Relating to Claims on page 7.
- If you have had to pay a tradesman to make urgent repairs necessary to prevent further loss or damage you should ask for and keep hold of any receipts they give you and take photos to document the damage prior to repairs being undertaken.
- If you have Home Emergency Cover, then you must report the emergency to us in the first instance. We will only pay charges of repairers instructed by us.
- For non-urgent repairs or replacements please follow the instructions we give you. We may ask you to get estimates or want to see the damage ourselves before agreeing to any work.

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

## IF YOU NEED TO COMPLAIN

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

a) There are several ways you can contact us:

Phone: 0344 209 0556  
Email: [insurance.complaints@theaa.com](mailto:insurance.complaints@theaa.com)  
Post: AA Insurance Complaints  
Customer Solutions Team  
PO BOX 2AA  
Newcastle Upon Tyne  
NE99 2AA  
Text phone: 0370 600 1303

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

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

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

b) There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 1239 123  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Post: Insurance Division  
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.

Please note that consumer disputes relating to a product or service that has been bought online may be submitted to the European Commission Online Dispute Resolution platform at the following website: <http://ec.europa.eu/odr>.

If your complaint is about your insurer, and your insurance is with certain underwriters at Lloyd's, you may contact:

Phone: 020 7327 5693

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Post: Lloyd's  
One Lime Street  
London EC3M 7HA

Fax: 020 7327 5225

Please remember to quote your policy number.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

### **Is there any protection for me if my insurer is unable to meet its liabilities**

Your insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if your insurer cannot meet their obligations. This depends on the type of business and the circumstances of the claim. For Insurance you are covered for 90% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100 or 0207 741 4100.

**Please make sure you always quote your policy number from your Statement of Insurance.  
This complaints procedure doesn't affect your statutory rights.**

## **USE OF YOUR PERSONAL DATA**

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

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

### **The AA and our Data Protection Officer**

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

### **Personal data we hold and use**

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

- Personal and contact details, your date of birth, gender and/or age;
- Product beneficiaries or users, policy holders;
- Records of your contacts with us and payment details;
- Details of products and services you hold or have held, your use of them, any claims or breakdowns, and any expressions of interest in the AA or its business partners. These will include details of products, services, claims, usage of other AA services such as AA Breakdown Services, Driving School, AA Cars, AA Financial Services and other AA branded services;
- Details of claims made by you or one of your policy holders, or claims made by a third party, and data from industry sources such as Claims Underwriting Exchange and Motor Insurance Database (managed by Motor Insurance Bureau);
- Pricing and risk data about you, your beneficiaries or policyholders. This is data used, for example, to assess or make a decision about insurance risk, decide or set pricing or risk levels, and decide whether we can offer or continue to offer you a product or service. This will use details of your AA product or service holdings

(including your usage, claims and breakdown history), credit data, marketing profiles and analysis of you we hold, instances of suspected fraud, driving offences or endorsements, licence l details and limitations, data from third parties (see below), property and location details, vehicle details, driving history, and telematics details;

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

We may be unable to provide you with our products or services if you do not provide certain information to us. In cases where providing some personal information is optional, we'll make this clear.

### **Sources of personal data**

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

- You directly, and any information from family members, associates or beneficiaries of products and services (for example, if they are authorised to act for you or are allowed to use a service you have with us);
- AA Group and AA branded companies, if you already have a product with them, have applied for one or have held one previously. These include AA Developments Limited (including AA Breakdown Services and AA and BSM Driving School), AA Financial Services and AA Underwriting Insurance Company Limited;
- A third party and their insurer, if they are making a claim;
- Information generated about you when you use our products and services;
- From an insurer, claims company or an intermediary (e.g. comparison site) who we work with to provide products or services or quote to you;
- Business partners (e.g. financial services institutions, insurers), account beneficiaries, or others;
- Anyone who provides instructions or operates any of your accounts, products or services on your behalf (e.g. Power of Attorney, solicitors, intermediaries, etc);
- From sources such as fraud prevention agencies, credit reference agencies, other lenders, HMRC, Motor Insurers' Bureau, Claims Underwriting Exchange, publicly available directories and information (e.g. telephone directory, social media, internet, news articles), debt recovery and/or tracing agents, regulators, government departments or agencies, organisations to assist in prevention and detection of crime, police and law enforcement agencies; and
- Information we source about you or customers generally from commercial third parties, including demographic information, vehicle details, claims data, fraud information, marketing data, publicly available information, property and other information to help improve our products and services or our business.

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

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

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

- a) Assessing an application for insurance, including considering whether or not to offer you the product or service, the price, the risk of doing so, availability of payment method and the terms of the policy;
- b) Providing you with your insurance policy and any other products or service held with the AA and under the AA brand
- c) Communicating with you and holding records about our dealings and interactions with you, your fellow policyholders and beneficiaries;
- d) Making decisions about you or your policy, including your continued suitability for it, the risk of providing you with the policy, assessing compliance with the policy terms;
- e) To manage the operation of our business and those of our respective insurers;
- f) To carry out checks at Credit Reference and Fraud Prevention Agencies pre-application, at application, and periodically after that;
- g) For analysing, assessing and profiling aspects of you, your vehicle or driving (including assessing and predicting faults or issues), driving style, location and routes taken (for example, if you hold a telematics-based product) for quoting for and managing your policy and for the continued assessment of insurance risk and compliance with policy conditions;
- h) For analysing and profiling aspects of your home or property for quoting for and managing your policy, including the continued assessment of insurance risk of you and your property and continued compliance with policy conditions;
- i) Updating your records, trace your whereabouts, recovering debt, or validate the information you have provided is correct;
- j) To make automated decisions, including profiling, on whether to offer you a policy, or the price, payment method, risk or terms of it;
- k) To share information with business partners (e.g. underwriters, re-insurers) as required for quoting, assessing your application, or managing your policy, and as needed with account beneficiaries, service providers to us or otherwise as part of providing, administering or developing our products and services or our business; and
- l) To enable other AA group and branded companies to provide you with your products and services, quote for products and services, or manage products and services you hold.

2) For our **legitimate interests:**

- a) To develop our insurance and any other products or service;
- b) To continually develop, improve and manage risk assessment and pricing methods and models;
- c) To provide personalised content and services to you, such as tailoring our products and services, our digital customer experience and offerings, and deciding which offers or promotions to show you on our digital channels;
- d) To link together your AA products and services including to enable you to view these in a single account or profile, linking together your accounts on our systems and using this combined view for the purposes listed in this section;
- e) To test the performance of our products, services, and processes and systems;
- f) To improve the operation of our respective business for example, by improving customer service and operational performance and efficiency;
- g) To develop new products and services, and to review and improve current products and services;
- h) For management and auditing of our business operations;
- i) To monitor and to keep records of our communications with you and our staff (see below);
- j) For marketing analysis and related profiling to help us to offer you relevant products and service, including deciding whether or not to offer you certain products and service;
- k) To understand our customers, your use of our products and preferences, and to develop models, including developing profiles, algorithms and statistical models for these purposes;
- l) To send marketing by SMS, email, phone, post, social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match). Offers may relate to any of our products and services such as cars, roadside assistance, money and financial services, insurance, travel, member offers as well as to any other offers and advice we think may be of interest;
- m) To carry out checks at Credit Reference and Fraud Prevention Agencies to enable us to provide you with

personalised offers (these will be soft searches that do not affect your credit rating);

- n) To provide insight and analysis of our customers both for ourselves and business partners based on your policy, your use of it, your other policies and the use of them, and possible future opportunities;
  - o) For market research, profiling, and analysis and developing statistics to support any of the purposes listed in the notice;
  - p) For profiling and decision making for purposes listed;
  - q) To facilitate the sale of one or more parts of our business;
  - r) To share information with business partners as necessary for the purposes listed; and
  - s) To enable other AA group and AA branded companies to perform any of the above purposes, in particular AA Breakdown Services and AA Underwriting Insurance Company Limited and AA Financial Services Limited.
- 3) To comply with our legal obligations such as our financial services or regulatory obligations, including Financial Conduct Authority, Prudential Conduct Authority and Financial Ombudsman Service rules, regulations and guidance.
- 4) With your **consent or explicit consent**:
- a) For some direct marketing communications which are not based on our legitimate interests;
  - b) For some of our profiling and other automated decision making which is not required for contractual or legal purposes; and
  - c) For some of our processing of special categories of personal data such as about your health, if you are a vulnerable customer or some criminal records information, if another legal basis does not apply.
- 5) For a **public interest**, such as:
- d) Using special categories of personal data such as about your health, criminal records information (including alleged offences) to quote for or administer an insurance policy, including assessing the risk of providing you with insurance;
  - e) Using special categories of personal data about your health or needs (if you are a vulnerable customer) including assessing the risk of providing you with insurance.

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

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

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

#### **Withdrawing your consent**

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

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

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

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

To process a quote or application for insurance, we and any proposed or appointed underwriters, will perform credit, risk and identity checks on you with one or more credit reference agencies (CRAs) and Fraud Prevention Agencies (FRAs). Where you take insurance, financial or credit from us we may also make periodic searches at CRAs to manage your account with us. To do this, we'll supply your personal information to CRAs and FRAs, and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs and FRAs will supply to us both public (including the electoral register) and shared credit, financial situation, insurance and financial history information and fraud prevention information.

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

- Assess your creditworthiness and whether you can afford to take the product;
- Assess our ability to offer you our products and services, including insurance
- Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);
- Assess payment methods available to you;
- Trace and recover debts; and
- Make sure any offers provided to you are appropriate to your circumstances.

We'll continue to exchange information about you with CRAs and FRAs while you have a relationship with us, and if necessary afterwards. We'll also notify the CRAs about your settled accounts. If you borrow and don't repay in full and on time, CRAs will record the outstanding debt. This information may be given to other organisations by CRAs. The identities of the CRAs and FRAs, their role as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are available on request.

When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. If you're making a joint application or tell us that you have a spouse or financial associate, we and our underwriters will link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

We and our underwriters may also use FRAs such as the Motor Insurance Database, Claims Underwriting Exchange, and commercially available insurance fraud prevention services and claims services in order to prevent, detect and investigate potential fraudulent insurance policy applications and claims. We will share information with FRAs about your insurance policy application and policies in order to help us do this. This information may be given to other organisations. **More information can be found on our website [www.theaa.com/privacy-notice](http://www.theaa.com/privacy-notice).**

### **Changes to your data**

You should tell us so that we can update our records. The contact details for this purpose are in your policy documents. We'll then update your records if we can.

### **Monitoring communications**

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

### **Use of automated decisions**

We sometimes make decisions about you using only technology, where none of our employees or any other individuals have been involved. We do this to decide whether to offer you a product or service, to determine the risk of doing so, the price we will offer, whether to offer you credit, what terms and condition to offer you, assess lending, insurance and business risks, or to assess what payment methods we can offer you. We may do this using data from other parts of the AA (AA group and AA branded companies) and underwriters, including product or services details (including usage of claims made) and telematics data captured including on your vehicle, driving behaviour and location information.

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

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

declined or cancelled.

- Assess the risk of fraud - if we believe there is a significant risk of fraud, based on the information we hold or that is available to us, we may decline your application, quote a higher price or decline or cancel your policy or application.

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

#### **Retention of your data**

Unless we explain otherwise to you, we'll hold your personal information based on the following criteria:

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

#### **Your data protection rights**

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

- The right to be informed about the processing of your personal information;
- The right to have your personal information corrected if it is inaccurate and to have incomplete personal information completed;
- The right to object to processing of your personal information;
- The right to restrict processing of your personal information;
- The right to have your personal information erased;
- The right to request access to your personal information and how we process it;
- The right to move, copy or transfer your personal information; and
- Rights in relation to automated decision making which has a legal effect or otherwise significantly affects you.

You have the right to complain to the Information Commissioner's Office which enforces data protection laws - <https://ico.org.uk/>. You can contact our DPO for more details on all the above.

#### **You have a right to object**

You have the right to object to certain purposes for processing, in particular to data processed for direct marketing purposes and to data processed for certain reasons based on our legitimate interests. You can contact us using the contact details below to exercise these rights.

#### **Opting out of marketing**

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

#### **Changes to this privacy notice**

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

#### **Contact Us or our DPO**

You can use the contact details in your policy book or you can go to the Contact Us section of our website. Alternatively, you can write to AA Limited, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA, marking it for the attention of the DPO or email [dataprotection@theaa.com](mailto:dataprotection@theaa.com).

## **YOUR ELECTRONIC INFORMATION**

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. This is to identify any repeat website visits, fraudulent behaviour or mystery shoppers using our websites.



# Call to find out more about:

## Insurance

- Car Insurance
- Motorcycle Insurance
- Van Insurance
- Travel Insurance
- Pet Insurance

## Breakdown

- Breakdown Cover
- European Breakdown Cover

## Financial Services

- Loans
- Credit Cards
- Savings

## Other Services

- Driving School
- Maps, Guides and Atlases

Call **0800 21 11 11** or visit **theAA.com**

You may contact us using Text Relay. Information is also available in large print, Braille and audio on request. Please call for details.

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