

AA

Car Insurance Policy Booklet

December 2021

WELCOME TO AA INSURANCE SERVICES LIMITED

A warm welcome and thank you for choosing to insure your car through us. Our aim at AA Insurance Services Limited is to combine value for money with peace of mind, making Car Insurance as straightforward as possible.

Your policy booklet, Statement of Insurance and Certificate of Motor Insurance (including any Endorsements) include everything you need to know about your Car Insurance cover. Alternatively, you can always contact our experienced customer service agents who are there to help you with all your Car Insurance needs.

If you're unfortunate enough to have an accident regardless of fault, call us and our experienced claims staff will be there to guide and assist you through every step of the claims process.

The AA is able to offer you more than just great deals on Car Insurance. If you want more information on our other products, we can help you. Either call us or visit our website at theAA.com.

A GUIDE TO YOUR POLICY BOOKLET

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ABOUT YOUR POLICY

We've put this booklet together to clearly set out the details of **Your** insurance cover. Please read it carefully, together with **Your Statement of Insurance** and **Certificate of Motor Insurance** (including any **Endorsements**).

Remember to check the exclusions and restrictions under each section and also the general conditions and exclusions which apply to the whole policy.

Additional benefit – Courtesy car

An AA Comprehensive Car Insurance policy means that 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 or where the vehicle is stolen and unrecovered, or for accidents occurring outside the UK.

In the event **You** need to make a claim on **Your** policy **Your** AA motor **Insurer** may instruct an insurer-approved repairer to carry out the repairs. In most cases, 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 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.

DEMANDS AND NEEDS

AA Car 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:
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 a regular place of work.
Business use	Customers who use their car outside of work and travel to and from various places of work (for example, visiting other offices).
Commercial travelling	Customers who use their car outside of work and delivering or selling goods or services.

SUMMARY OF COVER

See the cover indicated in the **Statement of Insurance** as it defines the cover provided to **You** under this Insurance Document.

SECTION NAME	COVER APPLICABLE			PAGE NO.
	COMPRE-HENSIVE	THIRD PARTY FIRE & THEFT	THIRD PARTY ONLY	
Section 1: Liability to others	✓	✓	✓	9
Section 2: Loss or damage	✓	✓*		12
Section 3: Personal belongings	✓			15
Section 4: Damage to trailers	✓			15
Section 5: Injury to you and/or your partner	✓			16
Section 6: Medical expenses	✓			16
Section 7: Emergency treatment	✓	✓	✓	16
Section 8: Car sharing	✓	✓	✓	17
Section 9: No claim discount	✓	✓	✓	17
Section 10: Travelling abroad	✓	✓	✓	18
Section 11: Lost or stolen keys	✓	✓*		19
Section 12: Child car seats	✓	✓*		19
Section 13: Overnight accommodation or onward transport	✓	✓		20
Section 14: Uninsured Driver Promise	✓			20
Section 15: General exclusions	✓	✓	✓	20
Section 16: General conditions	✓	✓	✓	22

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

DEFINITIONS

Certain words have specific meanings wherever they appear in this policy or your **Certificate of Motor Insurance**. To help **you** identify these we have printed them in bold and italics throughout this policy.

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.
Certificate of Motor Insurance	The current document headed Certificate of Motor Insurance which provides evidence of the existence of motor insurance as required by law.
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.
Fire	Fire, lightning, self-ignition or explosion.
Hazardous Locations	<ul style="list-style-type: none"> 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	<p>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:</p> <ul style="list-style-type: none"> 1: Explosives 5.2: Organic peroxides 6.1: Toxic substances 6.2: Infectious substances 7: Radioactive materials
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 motor vehicle with the vehicle registration number described in Section 1 of the current Certificate of Motor Insurance or any motor vehicle loaned to You or a Permitted Driver as shown on Your Statement of Insurance by a supplier Your Insurer has nominated following a claim under the policy (applicable to Comprehensive cover only).

Insurer	The Insurance Company or Underwriters at Lloyd's as specified in the Statement of Insurance , and the Certificate of Motor Insurance on whose behalf this 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 Claim Discount	The reduction allowed in Your premium if a claim has not been made or arisen during the previous period(s) of insurance.
Optional Policy Enhancements	Any additional AA policies that You have chosen to purchase which are connected to this policy.
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 .
Statement of Insurance	The document headed Statement of Insurance giving details of the persons Insured, the Insurer , the Insurance Document number, details of the Insured Car , the cover, the premium and the period of insurance.
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	<p>(i) any act including but not limited to</p> <p>(a) the preparation, use or threat of force and/or violence and/or</p> <p>(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</p> <p>(ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above, or</p> <p>(iii) any act deemed by the Government to be an act of terrorism, or</p> <p>(iv) any act which could be defined as terrorism under the Terrorism Act 2000 and/or subsequent acts pertaining to terrorism.</p>
Theft	Theft or attempted theft. which shall include 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 Insurance 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

Insurance has been effected between an insurance company or certain underwriters at Lloyd's (the "**Insurer**") and **You**, the insured. The name of the **Insurer** can be found in the **Statement of Insurance**, 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** AA Car Insurance is provided honestly, fully and 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 the Customer Services helpline as soon as possible. A full list of the changes to be notified is outlined in Section 16 of this policy document. Failure to do so may result in **Your** insurance being cancelled or treated as if it never existed or **Your** claim being rejected or not fully paid.

This Policy Document, the **Statement of Insurance**, **Certificate of Motor Insurance** 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 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 Claim 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 Automobile Association Insurance Services Limited to sign and issue this Policy on behalf of Lloyd's underwriters.

INSURANCE COVER 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 that person'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.

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.

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 (excluding audio, satellite navigation and communication equipment) and spare parts kept in or on the **Insured Car** or in **Your** private 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**.

In the event that the **Insurer** settles a claim by replacing or paying for the **Insured Car** the stolen or damaged car will then at the **Insurer's** discretion become the property of the **Insurer**.

The **Insurer** will also pay the cost of protection 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 Insurance**. The **Insurer's** approved repairer may fit 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**.

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 **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, dash cam, satellite navigation and/or communication equipment.

The **Insurer** will pay for the loss of or damage to the **Insured Car's** 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**. If the audio, dash cam, satellite navigation and/or communication equipment is non-manufacturer fitted, a £750 limit 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**, the limit of £750 will be increased to £1,000.

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.

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

A courtesy car is not available if the only claim **You** make is for Glass damage.

*Note Third Party Fire and Theft: Section 2, Section 11 and Section 13 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** You will be required to pay the first part of the cost of each claim as shown on **Your Statement of Insurance**.
- (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.
- (d) Mechanical, electrical, electronic or computer fault, failure, malfunction or breakdown.
- (e) Damage to tyres caused by bursts, cuts, punctures or braking not as a direct result of an accident.
- (f) The cost of parts in excess of the manufacturer's last United Kingdom list price.
- (g) Loss of or damage to the **Insured Car** by deception by a purchaser or agent.
- (h) That part of the cost of any repair or replacement which improves the **Insured Car** beyond its condition before the loss or damage occurred.
- (i) 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.
- (j) The policy **Excess** applicable to Subsection 4 as shown on the reverse of **Your Statement of Insurance**.
- (k) Any policy or voluntary **Excess** applicable as shown on the reverse of **Your Statement of Insurance**
- (l) Loss of/or damage to the **Insured Car** arising from **Theft** when the ignition keys, lock transmitter or entry card for a keyless entry system are left in or on the **Insured Car** whilst it is unattended.
- (m) 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.
- (n) The **Insured Car** being confiscated or destroyed by or under order of any government or public or local authority.
- (o) Loss from taking the **Insured Car** and returning it to the legal owner.
- (r) Under Subsection 4 the **Insurer** will not pay to repair or replace glass that forms part of a panoramic roof. The repair or replacement of glass that forms part of a panoramic roof is covered under Subsection 1.
- (s) 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.
- (t) The draining, flushing and replenishing of the fuel from the **Insured Car** in the event **You** or any **Permitted Driver** accidentally put the wrong fuel in the **Insured Car**.
- (u) Any damage to the **Insured Car's** engine if **You** or any **Permitted Driver** were aware of accidentally 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 a total of £250 for any one occurrence for loss of or damage to the personal belongings including 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** the limit of £250 will be increased to £500, other than for portable satellite navigation equipment where the limit remains at £250.

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 keys, lock transmitter or entry card 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 Insurance** 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** that may apply to this insurance. The most the **Insurer** will pay is £500.

What is not covered

- (a) Caravans, trailer tents, horseboxes, vehicle transporters or food bars.

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 an amount of £5,000 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**, the above specified benefit will be increased to £7,500.

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;

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 £400 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** the limit of £400 will be increased to £500.

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 Claim 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 or other similar 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 CLAIM DISCOUNT

AAISL operate a panel of insurers and each insurer applies their own individual **No Claim 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 Claim Discount** applicable at the time of renewal.

If a claim has been made and **Your No Claim 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 Claim Discount** will be reduced at the next renewal in accordance with the **Insurer's** 'step back' scale applicable at the time of renewal (usually to the equivalent of 0, 1 or 2 years) subject to any **No Claim Discount** Protection condition that may apply to this insurance.

You may not transfer **Your No Claim Discount** to anyone else.

Claims that do not affect your No Claim 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 Claim 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 Claim Discount protection

If this benefit applies on this insurance, please refer to **Your Statement of Insurance** for full details of how many claims are allowed before **No Claim Discount** protection is withdrawn and the **No Claim Discount** is reduced. If **You** have **No Claim 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, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, 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 a period of 90 days 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 90 days in total 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 90 days 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.

What should I do before I travel abroad?

You must have a Green Card when travelling abroad. It proves **You** have the minimum compulsory insurance cover to drive in the country **You** are visiting. If **You** do not already have one, please call 0370 060 0137 for a Green Card, 14 days before travelling.

What if I need to make a claim whilst abroad?

If **You** are unfortunate enough to be involved in an accident whilst overseas, **You** can call the AA 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 £1,000 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** will 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 and Section 12 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 card 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**.

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 and Section 12 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 £300 per person (£500 max for all occupants of the **Insured Car**) 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**.

What is not covered

- Excluding 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 Claim 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 Claim Discount**.

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

The Uninsured Driver Promise is applicable to comprehensive policyholders only.

SECTION 15: 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 refueling 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
 - or
 - (b) for the carriage of passengers for hire or reward;
 - (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 of/ or damage as a result of a deliberate act by anybody insured by this policy.

Please note that, notwithstanding Section 15, 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.

SECTION 16: GENERAL CONDITIONS

16. SUBSECTION 1: General

- 16.1.1 The insurance described in this Insurance 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** from any loss or damage.
- 16.1.2 **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.
- 16.1.3 **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.
- 16.1.4 **You** must allow the **Insurer** free access to examine the **Insured Car** at an agreed time.

17. 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
 - 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**. 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**,

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 Vehicle'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 GB licence, or foreign licence, to full GB 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/or are 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; or
- **You** or any other **Permitted Driver** has any pending motoring offence prosecutions.

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 **Optional Policy Enhancements** such as AA Excess Protection shall automatically be cancelled on the same date.

You

If **You** need to cancel **Your** policy, contact **AAISL** on 0344 412 4684 or write to AA Insurance Services Limited, Q3 Quorum Business Park, Newcastle Upon Tyne, NE12 8EX.

1. Cancellation within 14 days if cover has not commenced

You will, for a period of 14 days from the date **You** receive **Your** policy documentation or the date **You** enter into the contract (whichever is later), have a right to cancel this policy and receive a full refund of the premium **You** have paid and a full refund of the **AAISL** arrangement fee* of £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.

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 £30 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 continue to pay **Your** monthly Direct Debit or pay in full any premium of balance due.

AAISL (Instalment defaults)

If **You** are paying by instalments **You** irrevocably authorise **AAISL**, as **Your** agent, at **AAISL's** discretion to cancel this insurance (and any **Optional Policy Enhancements**) 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 £30, its arrangement fee* of £28 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 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 grounds to do so which may include but is not limited to: **You** no longer own the **Insured Car**, the **Insured Car** has been declared a total loss, abuse of **AAISL** or **Insurer** staff or suppliers, non-payment, failure to supply requested validation documentation (proof of address, V5, proof of purchase, proof of **No Claim Discount**, Driving Licence of any named driver, Security certificate etc.) or **You** have provided **Your Insurer** or **AAISL** with incorrect information and/or **You** have failed to provide correct information. **Your Insurer** or **AAISL** will send, at least 7 days written notice to **Your** last known address and provided that:

- (i) the **Insured Car** has not been subject to a total loss claim (i.e. written off or stolen);
- (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 fee* will be made). 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 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 Claim 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) Other insurance

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, the **Insurer** is entitled to approach that insurer for a contribution towards the claim and will only pay their share. 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.

- (d) 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.
- (e) 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 us 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

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.

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 be refunded to **You**, provided no claims have been paid or are outstanding.

RENEWING YOUR COVER

Automatic Renewal

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

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

If you wish to stop your policy from automatically renewing, please visit our website at www.theaa.com/stop-auto-renew, call our customer services team on 0344 412 4622 or write to us at AA Insurance Services Limited, Q3 Quorum Business Park, Newcastle Upon Tyne, NE12 8EX

If you are paying through our instalment account by Direct Debit over 12 months, at the end of each 12-month period we will write to confirm 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 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 at least three weeks before your renewal is due. To renew, please call our customer services team on 0344 412 4622 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. 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 AA Car Insurance policy renews any optional enhancements (such as AA Excess Protection) 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 412 4622.

Your separate contract with AAISL (see 'You, the AA and your car insurance contract with Automobile Association Insurance Services Limited') will automatically renew if your AA Car Insurance policy renews. If you do not wish your policy to renew, please call our customer services team on 0344 412 4622.

CUSTOMER SERVICES FEEDBACK & HELPLINE

Customer services feedback 0330 053 1056

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 0344 412 4684

for advice and questions

8:00am-8.00pm Monday to Friday

9:00am - 5:00pm Saturday

HOW TO MAKE A COMPLAINT

If you need to complain

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

a) There are several ways you can contact us:

Phone: 0344 209 0556

Email: insurance.complaints@theaa.com

Post: AA Insurance Complaints
Customer Solutions Team
Q3 Quorum Business Park,
Newcastle Upon Tyne,
NE12 8EX

Text phone: 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

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.

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 write to:

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

Tel No: 020 7327 5693

Fax No: 020 7327 5225

E-mail: complaints@lloyds.com

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. For compulsory insurance (eg third-party motor) the claim is covered in full, without any upper limit.

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

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

IF YOU NEED TO MAKE A CLAIM

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, lines open 24 hours a day on **0330 053 0322**.

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

24 hours a day, 365 days a year

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

Personal injury legal advice

If you or any of your passengers are injured in an accident, and you have Motor Legal Assistance benefits please refer to your Motor Legal Assistance documents for full details on what to do next.

Your Statement of Insurance will confirm if you have Motor Legal Assistance benefits.

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

USE OF YOUR PERSONAL DATA

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

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

The AA and our Data Protection Officer

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

Personal data we hold and use

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

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

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

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

Sources of personal data

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

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

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

Reasons for using your personal data

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

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

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

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 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.

YOUR ELECTRONIC INFORMATION

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

Call 0330 053 1010 or visit theaa.com to find out more about the other products and services we offer.

Text phone users can prefix any of our numbers with 18001. Information can be requested in large print, audio or Braille, please call 0330 053 0460 for details.

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Telephone calls may be monitored or recorded for quality assurance and compliance.