



Accident Healthcare Policy booklet

Car Insurance



Welcome to AA Accident Healthcare

We aim to provide the highest level of care and service possible for our customers, so this policy has been designed with your specific needs in mind.

Please read the Policy Booklet carefully, together with your statement of insurance, to make sure the cover you have chosen is the most appropriate for you.

I hope that you will find this policy gives you the level of protection you want.

If you need to make a claim on the policy, you can find details of how to do so on pages 6-8.

A handwritten signature in black ink that reads "Andrew Strong". The signature is written in a cursive, slightly slanted style.

Andrew Strong
Chief Executive,
Automobile Association Insurance Services Limited

A guide to your policy booklet

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Certain words have specific meanings in relation to your policy. To help you identify these we've printed them in ***bold italics*** in your policy details.

1. Introduction

Please note: AA Accident Healthcare is underwritten by AXA PPP healthcare, therefore any reference to 'we, us, our' in the following policy Terms and Conditions means AXA PPP healthcare.

What is the purpose of this Policy Booklet?

This Policy Booklet sets out the terms of **your** cover.

Prior to the end of any **policy year AAIS** will write to the **policyholder** to advise on what terms the **policy** will continue, provided that the **policy you** are on is still available. This will include an 'Important notice' document which contains details of any amendments which will apply to this Policy Booklet.

This Policy Booklet and any 'Important Notices' which amend it are important documents as they detail:

- the cover **you** have (both benefits and limitations);
- how to make a claim;
- how **your policy** is administered; and
- other services provided by **your policy**.

Each section of this Policy Booklet looks at a different aspect of **your** cover and is set out in a similar style. At the beginning of each section **you** will find a short summary of the terms in that section, in a question and answer format. This is followed by a table containing more detailed **policy** wording.

Throughout **your** Policy Booklet certain words and phrases appear in **bold italics** to indicate they have a special medical or legal meaning. **You** will find definitions of these words on pages 3 and 4.

Definitions

AA Accident Healthcare

Throughout this Policy Booklet certain words and phrases appear in ***bold italics***. Where these words appear they have a special medical or legal meaning. These meanings are set out below. To aid customer understanding some of these words and phrases have been approved by the Association of British Insurers and the Plain English commonly used by most medical insurers and are highlighted below by a ◊ symbol.

AAIS	Automobile Association Insurance Services Limited, part of the AA group of companies ('The AA').
AA Car Insurance Policy	The motor insurance arranged by AAIS (which is taken out by you to cover a private car).
Benefits table	The table applicable to this policy showing the maximum benefits we will pay you .
Capped practitioner	A specialist, complementary practitioner or clinical practitioner whose fees we will reimburse only at the average amount charged for the treatment (or the actual amount of the fees if lower), subject always to the other terms of your policy .
Clinical practitioner	A practising member of certain professions allied to medicine who, in all cases, meets our recognition criteria for benefit purposes in their field of practice and who we have told in writing that we currently recognise them as a clinical practitioner for benefit purposes. However, we will only pay out-patient treatment benefits for such services when a specialist refers you to them (except where the benefits table allows otherwise). When such persons provide such services to you as part of your in-patient or day-patient treatment those services will form part of the private hospital charges. The professions concerned are dietitians, nurses, orthoptists, physiotherapists, psychologists, psychotherapists and speech therapists. A full explanation of the criteria we use to determine these matters is available on request.
Complementary practitioner	A medical practitioner with full registration under the Medical Acts, who specialises in homeopathy or acupuncture or a practitioner in osteopathy or chiropractic who is registered under the relevant Act; and who, in all cases, meets our criteria for complementary practitioner recognition for benefit purposes in their field of practice, and who we have told in writing that we currently recognise them as a complementary practitioner for benefit purposes in that field for the provision of out-patient treatment only. A full explanation of the criteria we use to decide these matters is available on request.
Day-patient ◊	A patient who is admitted to a hospital or day-patient unit because they need a period of medically supervised recovery but do not occupy a bed overnight.
Day-patient unit	A centre in which day-patient treatment is carried out.
Diagnostic tests ◊	Investigations, such as x-rays or blood tests, to find out or to help find the cause of your symptoms.
Eligible	Those treatments and charges which are covered by your policy . In order to determine whether a treatment or charge is covered all sections of your policy should be read together, and are subject to all the terms, benefits and exclusions set out in this policy .
Family member	(1) The policyholder's current spouse or civil partner or any person (whether or not of the same sex) living permanently in a similar relationship with the policyholder , and (2) any of their or the policyholder's unmarried children. Unmarried children cannot stay on your policy after the renewal date following their 18th birthday.
Hospital	Any establishment which is licensed as a medical or surgical hospital in the United Kingdom .
Injury	Physical injury to you caused by a road traffic accident involving a moving motor vehicle.

Definitions continued

In-patient ◇

Medical condition

Out-patient ◇

Policy

A patient who is admitted to **hospital** and who occupies a bed overnight or longer, for medical reasons.

Any disease or illness, which is directly attributable to and is caused by an **injury**.

A patient who attends a hospital, consulting room, or outpatient clinic and is not admitted as a **day-patient** or an **in-patient**. The insurance contract between **you** and **us**. Its full terms are set out in the current versions of the following documents as sent to **you** from time to time:

- these terms and the **benefits table** setting out **your** cover
- **your Statement of Insurance**
- any 'Important Notices' which **AAIS** have sent **you** relating to this Policy Booklet.

Policyholder

Road

Scanning centre

Specialist

The first person named on the **Statement of Insurance**.

A public highway, private road or car park to which the public has a normal right of access.

A centre in which **out-patient** CT (computerised tomography), MRI (magnetic resonance imaging) and PET (positron emission tomography) is performed.

A medical practitioner with particular training in an area of medicine (such as consultant surgeons, consultant anaesthetists and consultant physicians) with full registration under the Medical Acts, who meets **our** criteria for **specialist** recognition for benefit purposes, and whom **we** have told in writing that **we** currently recognise them as a **specialist** for benefit purposes in their field of practice.

For **out-patient treatment** only: a medical practitioner with full registration under the Medical Acts, who specialises in psycho-sexual medicine, musculoskeletal or sports medicine, or a practitioner in surgical dentistry or podiatric surgery who is registered under the relevant Act; and who, in all cases, meets **our** criteria for limited **specialist** recognition for benefit purposes in their field of practice, and who **we** have told in writing that **we** currently recognise them as a **specialist** for benefit purposes in that field for the provision of **out-patient treatment** only.

A full explanation of the criteria **we** use to decide these matters is available on request.

Statement of Insurance

The **policyholder's AA Car Insurance Policy** certificate confirming the vehicle and driver's insured, excesses, endorsements and limitations to the insurance, and the start date of the insurance

Surgical procedure

Treatment ◇

United Kingdom

(UK)

We/us/our

Year

An operation or other invasive surgical intervention listed in the schedule of procedures.

Surgical or medical services (including **diagnostic tests**) that are needed to diagnose, relieve or cure a disease, illness or **injury**.

Great Britain and Northern Ireland, including the Channel Islands and the Isle of Man.

AXA PPP healthcare.

Twelve calendar months from when **your policy** began or was last renewed, as shown on **your Statement of Insurance**.

However, if **you** did not join this **policy** on the same date as **you** joined AA Car Insurance, the term 'year' for the purposes of this **policy** will mean the remainder of the AA Car Insurance contract.

You/your

The **policyholder** and any **family member** included on this **policy** as shown on **your Statement of Insurance**. **Please note:** unmarried children who fall within the definition of '**family member**' as shown above are covered under this **policy**; however, this will not be shown on the **Statement of Insurance**.

2. Your cover

The purpose of your policy

- 2.1 In return for payment of the premium **we** agree to provide cover as set out in the terms of this **policy**. **Please note:** unmarried children who fall within the definition of **'family member'** as shown in the Definitions section are covered under this **policy**; however, this will not be shown on the **Statement of Insurance**.
- 2.2 This **policy** is designed to cover **you** whether **you** are a driver, passenger, cyclist, motorcyclist or pedestrian, for **treatment** made necessary as a direct result of an **injury** sustained in a **road** traffic accident involving a moving motor vehicle in the **United Kingdom**, and which occurred on or after the date **you** joined this **policy**. Cover does not include **treatment** needed in the accident and emergency department of the **hospital** or any immediate **treatment** needed in an intensive therapy unit or **treatment** which is received more than 12 months after the date of the **road** traffic accident. Cover commences when **you** no longer require treatment in an intensive therapy unit.
- We** will pay for the diagnosis and/or necessary active **treatment** of an **injury**:
- if the **road** traffic accident giving rise to the need for **treatment** was reported to the Police, or the driver's motor insurer, within 24 hours of its occurrence and **treatment** (or the initial visit to **your** general practitioner [GP]) began within 14 days of the date of the accident;
 - provided the charges actually incurred are for items listed in **your benefits table** and subject to any limits shown there;
- except when the **treatment** is excluded by the **policy**.

This **policy** does not cover **you** for:

- 2.2.1 Any **treatment** which is not directly attributable to a physical **injury** sustained in a **road** traffic accident which involved a moving motor vehicle.
- 2.2.2 Any **treatment** of an **injury** sustained at any time before the date **you** joined this **policy**.
- 2.2.3 Any **treatment** unless such **treatment** (or the initial visit to the GP) began within 14 days of the date of the **road** traffic accident.
- 2.2.4 **Treatment** of an **injury** sustained as the driver or passenger in a vehicle taking part in racing or rallying of any kind or in any off-road activity.
- 2.2.5 **Treatment** received by the driver of any vehicle involved in a **road** traffic accident if, at the time of the **road** traffic accident, such driver:
- did not hold a valid licence to drive the vehicle; or
 - was not insured to drive the vehicle; or
 - had more than the maximum legally permitted limit of alcohol in the blood; or
 - was under the influence of drugs or substances, other than in accordance with a doctor's prescription.
- 2.2.6 **Treatment** of any **injury** sustained outside the **United Kingdom**.
- 2.3 The full terms of the insurance contract between the **policyholder** and **us** are set out in the current versions of the following documents, which are sent to the **policyholder** from time to time:
- the terms set out in this Policy Booklet and the **benefits table** setting out **your** cover.
 - **your Statement of Insurance**.
 - any 'Important Notices' which **AAIS** have sent **you** relating to this Policy Booklet.
- 2.4 **We** will consider **your** claims carefully against all the terms, benefits and exclusions set out in this **policy**, which should all be read together.

3. Receiving treatment and making a claim

The procedure you should follow to arrange treatment and make a claim

To ensure **your** claim proceeds smoothly, please follow these simple steps.

Report the accident to the Police or the driver's motor insurer within 24 hours of its occurrence.

If **you** have not required emergency **treatment**, visit **your** GP within 14 days of the accident.

If **your** GP refers **you** to a specialist for private **treatment**, contact the AA Car Insurance Claimline on 0800 269 622.

The team will pass **your** details on to the Accident Healthcare Claims Team at AXA PPP healthcare. **We** will contact **you** within one working day to assess whether **your treatment** is **eligible**.

In order to check whether **we** will pay the **specialist's** fees in full, the following details will be required

- **Specialist** or group practice name.
- **Hospital** name and any admission dates.
- A procedure code if **you** are having a **surgical procedure**.

We will then:

- Check that **we** will pay the **specialist's** fees in full.
- Send **you** a claim form.

- Complete **your** section of the claim form and ask the **specialist** to complete it and return it to AXA PPP healthcare. (Note: if **you** ask **your** GP to complete the claim form they may make a charge, which **we** will not refund.)

If **you** require further **treatment** contact **us** to confirm **your** cover.

Send in any outstanding accounts for **treatment** to AXA PPP healthcare.

Please send any correspondence to:

Accident Healthcare team, AXA PPP healthcare, Phillips House, Crescent Road, Tunbridge Wells, Kent TN1 2PL

What happens if I require emergency treatment?

Your policy does not cover **you** for **treatment** needed in the accident and emergency department of the **hospital** or for the immediate **treatment** needed in the intensive therapy unit of a **hospital**. However if **you** are admitted as an **in-patient** at an NHS **hospital**, please ask somebody to telephone **us** as **you** may be able to claim for the NHS cash benefit shown in the **benefits table** on pages 22 and 23.

How are my medical bills settled?

We normally receive accounts for **treatment** directly from **specialists** or hospitals.

However, if **you** receive an account for payment, please forward it to **us**. **We** can settle **eligible** bills direct with the hospital or **specialist**. If **you** have paid the accounts, then **we** will reimburse **you**.

What must I provide when making a claim?

3.1 Before **we** can consider a claim **you** must ensure that:

- **you** or the **policyholder** send **us** a completed claim form as soon as possible and no later than six months from the date the **treatment** starts; and
- **we** receive original invoices for **treatment** costs; and
- **you** or the **policyholder** promptly give **us** all the information **we** request.

We reserve the right to change the procedure for making a claim and will write to advise the **policyholder** of any changes.

Do I need to provide any other information?

3.2 It may not always be possible to assess the eligibility of **your** claim from the claim form alone. In such situations **we** may require additional information and it is **your** responsibility to provide any reasonable additional information to enable **us** to assess **your** claim.

In order to establish the eligibility of any claim, **we** may request access to **your** medical records including medical referral letters. If **you** refuse to agree to such access **we** will refuse **your** claim and will recoup any previous monies that **we** paid in respect of that medical condition.

3.3 At **our** own cost **we** can ask a specialist, chosen by **us**, to advise **us** about the medical facts relating to a claim or to examine **you** in connection with the claim.

We exercise the right to do this only very rarely in cases where there is uncertainty as to the nature or extent of the **medical condition** and/or liability under the **policy**. **You** must co-operate with any specialist chosen by **us** or **we** will not pay **your** claim.

What should I do if I have cover on another insurance policy?

3.4 **You** must tell **us** if **you** can claim any of the cost from another insurance **policy**.

If another insurance **policy** is involved **we** will only pay **our** proper share.

What should I do if the benefits I am claiming for relate to an injury or medical condition caused by another person?

3.5 **You** must tell **us** on the claim form if **you** can claim any of the cost from anyone else. If benefits are claimed for **treatment** to **you** when the **injury** or **medical condition** was caused by some other person (the 'third party'), **we** will pay those benefits **you** can claim under the **policy**. However, in paying those benefits, **we** obtain both through the terms of the **policy** and by law a right to recover the amount of those benefits from the third party. In this case, the following shall apply:

- **you** must tell **us** as quickly as possible if a third party caused the **injury** or medical condition or if they were at fault. **We** may then write to **you** if **we** require further information; and
- **you** (or **your** solicitors) must keep **us** fully informed about the progress and outcome of any action; and
- **you** must include all monies paid by **us** in respect of the injuries (and interest on those monies) in **your** claim against the third party ('**our** outlay'); and
- should **you** successfully recover any monies from the third party (whether in full or part settlement) **you** will pay **our** outlay or in the event that **you** recover only a percentage of **your** claim for damages the same percentage of **our** outlay directly to **us** within 21 days of the recovery. If **you** do not repay to **us** such monies (and any interest), **we** shall be entitled to recover the same from **you**; and
- any global settlement will be deemed to include recovery of **our** outlay in the same proportion as the global settlement bears to the total claim for damages.

The rights and remedies in this sub-clause are cumulative and not exclusive of rights or remedies provided by law.

4. Type of treatment

What treatments are not covered?

There are a number of **treatments** (listed below) that **your policy** does not cover.

These include **treatments** that may be considered a matter of personal choice (such as cosmetic **treatment**) and other **treatments** that are excluded from cover to keep premiums at an affordable level (such as **out-patient** drugs and dressings).

4.1 **We** pay for **eligible**:

- (a) **Diagnostic tests** ordered by a **specialist**.
- (b) Initial reconstructive surgery to restore function or appearance after a **road** traffic accident, provided that:
 - **we** have covered **you** under this **policy** when the accident happened
 - it is done within 12 months of the date on which the **road** traffic accident occurred
 - **we** agree the cost of the **treatment** in writing before it is done.
- (c) Reasonable costs incurred for a live donor to donate an organ or tissue provided that:
 - the operations to both the donor and the recipient are carried out simultaneously; and either
 - both the donor and the recipient are immediate relatives (ie parent, child or sibling) and either the donor or the recipient is covered on this **policy**; or
 - both the donor and the recipient are members of AXA PPP healthcare at the time the operations are carried out and both have been members since before the recipient developed the **medical condition** requiring the transplant.
- (d) **In-patient** rehabilitation of up to 28 days when it is an integral part of **treatment**; and
 - it is carried out by a **specialist** in rehabilitation
 - it is carried out in a recognised rehabilitation **hospital** or unit which **we** have written to confirming it is covered by the **policy**
 - the costs have been agreed by **us** before the rehabilitation begins.

We will extend **in-patient** rehabilitation to a maximum of 180 days in cases of severe central nervous system damage caused by an external trauma.

4.2 What **we** do not pay for:

- (a) **Diagnostic tests** ordered by anyone other than a **specialist**.
- (b) Any **treatment** which is not directly attributable to a physical **injury** sustained in a **road** traffic accident which involved a moving motor vehicle.
- (c) Any **treatment** costs incurred as a result of engaging in any sport as a professional.
- (d) Any **treatment** of an **injury** sustained at any time before the day **you** took out this **policy**.
- (e) **Out-patient** drugs or dressings.
- (f) The costs of providing or fitting any external prosthesis or appliance.
- (g) Cosmetic (aesthetic) surgery or **treatment**, or any **treatment** relating to previous cosmetic or reconstructive **treatment**.
- (h) The cost of collecting donor organs or tissue or for any related administration costs (such as, but not limited to, the cost of a donor search).
- (i) **Treatment** which arises from or is directly or indirectly caused by a deliberately self-inflicted **injury** or an attempt at suicide.
- (j) **Treatment** of any psychiatric illness – except neuropsychiatric **treatment** needed as the result of a head **injury** – even when such illness is directly attributable to a **road** traffic accident.
- (k) Any charges which are incurred for social or domestic reasons or for reasons which are not directly connected with **treatment**.
- (l) Special nursing in **hospital** unless **we** have agreed beforehand that it is necessary and appropriate.

Will my policy cover me for dental treatment?

No, there is no cover for **treatment** provided by a dentist or for any dental procedures or orthodontics. However **we** will pay for the replantation of **your** own teeth following a trauma, if carried out by an oral or maxillofacial surgeon.

Will my policy cover me for new or experimental treatments?

Your policy only covers **you** for established medical **treatments**. There is no cover for any **treatment** or procedure that has not been established as being effective or which is experimental. However, **we** will pay if, before the **treatment** begins, it is established that the treatment is recognised as appropriate by an authoritative medical body and **we** have agreed with the **specialist** and the **hospital** what the fees will be.

5. Recurrent, continuing and long-term treatment

5.1 **We** pay for *eligible*:

- (a) **Treatment** of a **medical condition** which is commonly known to respond quickly to **treatment**. When the **medical condition** has stabilised **we** will stop making payments.

5.2 What **we** do not pay for:

- (a) **Treatment** which is received more than twelve months after the date of the **road** traffic accident.
- (b) More than 180 days' **in-patient treatment** in respect of any **road** traffic accident.
- (c) Non-surgical **treatment** of a **medical condition** which does not respond quickly to **treatment** or which continues or recurs.
- (d) The monitoring of a **medical condition** once it has been stabilised.

6. Where you are covered for treatment

Which hospitals, day-patient units and other facilities do I have cover for?

You are covered for **treatment** in any **hospital, day-patient unit** or **scanning centre** in the **United Kingdom**, subject to any limits of this **policy**.

6.1 **We** pay for **eligible**:

- (a) Reasonable charges made by, or incurred in, a **hospital, day-patient unit** or **scanning centre** in the **United Kingdom**.

6.2 What **we** do not pay for:

- (a) **Treatment** in an accident and emergency department of any **hospital** (except the cash benefit).
- (b) Immediate **treatment** needed in the intensive therapy unit of a **hospital** (except the cash benefit).
- (c) Any **treatment** received outside the **United Kingdom**.

7. Who we pay for treatment

Your policy provides benefit for **eligible treatment** provided by **specialists**, **complementary practitioners** and **clinical practitioners**. (You will find *our* definitions of **specialist**, **complementary practitioner** and **clinical practitioner** in the Definitions section on pages 3 and 4.)

How do I find out whether the person I want to see for treatment is recognised?

You need to ring *us* before receiving any **treatment**. This will allow *us* to check *our* database and confirm whether the person *you* have been referred to is **eligible** for benefit. In addition, *you* could check the AXA PPP healthcare website: www.axapphealthcare.co.uk which provides relevant information about the **specialists we** recognise.

What services provided by specialists, complementary practitioners and clinical practitioners are eligible for benefit?

Specialists' fees for consultations, **diagnostic tests**, **treatment** in **hospital** and **surgical procedures** are **eligible** for benefit, subject to any limits of this **policy**.

Clinical practitioners' (with the exception of physiotherapists') charges for **treatment** are only covered if *you* are referred to them by *your specialist* for **eligible treatment**.

Complementary practitioners' and physiotherapists' charges for **treatment** are covered when *you* are referred to them by *your GP* for **eligible treatment** subject to any limits of this **policy**. *We* would then pay up to an overall maximum of ten sessions of **treatment** within 12 months from the date of *your road* traffic accident with a physiotherapist and/or a **complementary practitioner**. If *you* require more than the overall maximum for *your* cover level, such **treatment** must be under the control of a **specialist**. The **specialist** will then be able to establish whether

the **treatment you** are receiving is the most appropriate form of **treatment** for *your* particular **medical condition**.

Will treatment charges be met in full?

We pay in full the fees of most **specialists**, **complementary practitioners** and **clinical practitioners**, as they charge fees within the range that is usual for the **treatment** they provide. *We* will continue to pay these fees in full provided that the **specialist**, **complementary practitioner** or **clinical practitioner** continues to charge fees within the range that is usual. *Our* team of Accident Healthcare Claims Personal Advisers can provide *you* with confirmation that the person *you* want to see will have their **eligible** charges met in full.

In order to ensure cover remains affordable, *we* have identified those **specialists**, **complementary practitioners** and **clinical practitioners** who make charges to *our* customers that exceed the range that is usual and *we* treat them as '**capped practitioners**'. If *you* receive **eligible treatment** from a **capped practitioner we** will limit benefit to the average *we* have been charged for that **treatment**. To calculate the average charge, *we* add together all charges for that type of **treatment** made by all the **specialists**, **complementary practitioners** and **clinical practitioners** that *we* recognise and divide that total amount by the number of such charges.

Will I have to pay towards my treatment if I receive treatment from a capped practitioner?

You need to ring *us* to confirm whether the person *you* want to see is a **capped practitioner**. If they are, *we* will tell *you* how much *we* will pay towards the cost of *your treatment*. *We* recommend *you* then obtain an estimate of their charges so *you* can determine whether *you* need to pay anything **yourself**. Where *you* have to pay towards *your treatment* the amount may be significant.

What if an anaesthetist becomes involved in my treatment?

When **you** tell **us** which **specialist you** intend to see **we** will make every effort to notify **you** whether they commonly work with an anaesthetist who is a **capped practitioner**. If this is the case **you** should establish which anaesthetist **your specialist** intends to use so **we** can tell **you** how much **we** will pay towards the **treatment** charges of that anaesthetist.

7.1 **We** pay for eligible:

- (a) **Treatment** charges made by a **specialist** or **complementary practitioner** only when **you** are referred to one by a GP or dentist.
- (b) **Treatment** charges made by a **clinical practitioner** when **you** are referred to one by the treating **specialist**. However if **your GP** refers **you** for **treatment** with a physiotherapist and/or a **complementary practitioner we** will pay up to the levels detailed in the benefits table. If more than the overall maximum number of sessions of **treatment** is required, further **treatment** must be referred by and be under the personal control of a **specialist**.
- (c) **Treatment** charges made by a **capped practitioner** at the average charge or at the amount charged if lower than the average. The average charge is the sum of all charges for that type of **treatment** made by all the **specialists, complementary practitioners** and **clinical practitioners**, divided by the number of such charges.
- (d) **Treatment** charges in full when they are made by a **specialist, complementary practitioner** or **clinical practitioner** not referred to in 7.1(c) as long as they charge fees within the range that is usually charged by **specialists, complementary practitioners** or **clinical practitioners** for that **treatment**.

7.2 What **we** do not pay for:

- (a) Charges made by **specialists** or **complementary practitioners** unless **you** have been referred to one by a GP or dentist.
- (b) Charges made by a **specialist, complementary practitioner** when **you** have been referred to them by a member of **your** family or if that **specialist** or **complementary practitioner** is a member of **your** family.
- (c) Charges made by anyone other than a **specialist, complementary practitioner** or **clinical practitioner** including charges for primary care services, such as any services of a GP or dentist.
- (d) Charges made by a **clinical practitioner** unless referred by a **specialist. We** will pay for GP referred physiotherapy as set out in the **benefits table** and 7.1(b).
- (e) **Treatment** charges made by a **capped practitioner** above the average amount charged by **specialists, complementary practitioners** or **clinical practitioners** for that **treatment**.
- (f) **Treatment** charges made by a **specialist** or **complementary practitioner** or **clinical practitioner** (not referred to in 7.1(c)) in excess of the usual amount charged by **specialists, complementary practitioners** or **clinical practitioners** for that **treatment**.
- (g) Any charges made for written reports or any other administrative costs.

8. Additional information

When can I add other members or change my cover?

You can apply to add a **family member** to **your policy** at any time. Also, **you** may be able to change **your cover** at **your** renewal. Call **AAIS** on 0870 1600 137 to discuss the options open to **you** and they will send **you** any relevant forms to complete.

You must keep **AAIS** fully informed of any changes which take place between sending in any form and receiving written confirmation that the change has been made.

How can I pay my premium?

At the start of each year **we** will calculate **your** new premium and let **you** know how much it is.

The first premium will be collected when **your policy** starts and subsequent premiums when they fall due. When **you** join, **AAIS** will confirm which method of payment **you** have chosen.

Will you make changes to my premiums?

We review premiums each year to take account of a range of statistical factors. **You** will receive reasonable notice of any changes in premium.

Your premium will also include the amount of any insurance premium tax or other taxes or levies which are payable by law in respect of **your policy**.

What do we use your personal information for?

Much of the personal information the **AAIS** and the underwriter of **your policy**, AXA PPP healthcare limited, hold about **you** is obtained when **you** apply for an AA Accident Healthcare **policy**, and when a claim is made. This may include medical information **we** obtain from medical practitioners and other health consultants. The AA group of companies* (including AA Limited, Automobile Association Insurance Services Limited and Automobile Association Personal Finance Limited) ('The AA') will use **your** personal information for the following purposes:

- (a) to identify **you** when **you** contact them;
- (b) to help identify accounts, services and/or products which **you** could have from them or selected partners from time to time. They may do this by automatic means using a scoring system, which uses the information **you** have provided, any information they hold about **you** and information from third party agencies (including credit reference agencies);
- (c) to help administer, and contact **you** about improved administration of, any accounts, services and products they have provided before, or provide now or in the future;
- (d) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
- (e) to help to prevent and detect fraud or loss;
- (f) to contact **you** in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by them and/or selected partners unless **you** have previously asked them not to do so.

*A list of companies forming the AA group of companies is available from the Data Protection Compliance Manager at the address given on the next page.

The AA may allow other people and organisations to use information 'The AA' hold about **you** for the purpose of providing services **you** have asked for, as part of the process of selling one or more of their businesses, or if 'the AA' have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. 'The AA' will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard **your** personal information.

The AA may monitor and record communications with **you** (including phone conversations and emails) for quality assurance and compliance reasons.

The AA may check **your** details with fraud prevention agencies. If **you** provide false or inaccurate information and **we** suspect fraud, The AA will record this. The AA and other organisations may use and search these records to:

- (a) help make decisions about credit and credit related services for **you** and members of **your** household;
- (b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for **you** and other members of **your** household;
- (c) trace debtors, recover debt, prevent fraud and to manage **your** accounts or insurance policies; and
- (d) check **your** identity to prevent money laundering unless **you** give them other satisfactory proof of identity.

Where **you** give the AA information on behalf of someone else, **you** confirm that **you** have provided them with the information set out in these provisions and that they have not objected to such use of their personal information.

Where **you** give the AA sensitive data about **yourself** or another person (such as health details or details of any criminal convictions)

you agree (and confirm that the other person has agreed) to the AA processing such information in the manner set out in these provisions. In connection with this contract the AA, and other companies in the group, may carry out credit and fraud prevention checks with one or more licensed credit reference and fraud prevention agencies. The AA may keep a record of the search. Information held about **you** by these agencies may be linked to records relating to other people living at the same address with whom **you** are financially linked. These records will also be taken into account in credit and fraud prevention checks. Information from **your** application and payment details of **your** account will be recorded with one or more of these agencies and may be shared with other organisations to help make credit and insurance decisions about **you** and members of **your** household with whom **you** are financially linked and for debt collection and fraud prevention. This includes those who have moved house and who have missed payments. If **you** provide false or inaccurate information to the AA and they suspect fraud, they will record this and may share it with other people and organisations. The AA, and other credit and insurance organisations, may also use technology to detect and prevent fraud.

If **you** need details of those credit agencies and fraud prevention agencies from which the AA may obtain and with which they may record information about **you** or the List of Companies forming the AA Group, please write to their Data Protection Compliance Manager at The Automobile Association, Fanum House, Basing View, Basingstoke, RG21 4EA.

AXA PPP healthcare will deal with all personal information supplied to **us** in the strictest confidence as required by the Data Protection Act 1998. **We** may send personal and sensitive personal information in confidence for processing by other companies and intermediaries, including those located outside the European Economic Area. **We** extend the same duty of confidentiality to any third parties to whom **we** may subcontract the administration of

your policy, including those based outside the European Economic Area.

AXA PPP healthcare will hold and use information about **you** and any **family members** covered by **your policy**, supplied by **you**, those **family members**, medical providers or **your** employer (if applicable) to provide the services set out under the terms of this **policy**, administer **your policy** and develop customer relationships and services. In certain circumstances **we** may ask medical service providers (or others) to supply **us** with further information. When **you** give AXA PPP healthcare information about **family members we** will take this as confirmation that **you** have their consent to do so. As the **policyholder** is acting on behalf of any **family member** covered by this **policy**, **we** will send all correspondence about the **policy**, including any claims correspondence, to the **policyholder** unless **we** are advised to do otherwise.

The AA and AXA PPP healthcare's purposes for processing information and the people and organisations to whom it may be given, are each listed in the Register of Data Controllers.

The Register is maintained by the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF (telephone number 01625 545 745 – facsimile number 01625 524 510). **You** are free to inspect this or obtain a copy of the requisite entry from the Information Commissioner.

You should be aware that the AA and AXA PPP healthcare do not supply any information about **you** to anyone unless **we** believe it is lawful to do so, or when **we** are requested to do so by **you** and have **your** consent in advance. However, **we** may, at **our** discretion, appoint a third party to service the **policy**, including another company based outside the European Economic Area.

Obtaining a copy of the information we hold about you

You may request a copy of the information the AA and AXA PPP healthcare hold about **you** and have any inaccurate data corrected. If **you** wish to access **your** personal information, please write to the Data Protection Officer at the AA Group and/or AXA PPP healthcare. **We** are entitled to charge a fee, currently £10, which is payable for accessing this information. When information has been supplied by a **medical practitioner**, **you** should be aware that their consent is needed before this can be supplied to **you**.

Crime prevention and detection and legal requirements

The AA and AXA PPP healthcare are required by law, in certain circumstances, to disclose information to law enforcement agencies about suspicions of fraudulent claims and other crime. AXA PPP healthcare will disclose information to third parties including other insurers for the purposes of prevention or investigation of crime including reasonable suspicion about fraud or otherwise improper claims. This may involve adding non-medical information to a database that will be accessible by other insurers and law enforcement agencies. Additionally, AXA PPP healthcare are obliged to notify the General Medical Council or other relevant regulatory body about any issue where they have reason to believe a medical practitioner's fitness to practise may be impaired.

Keeping information

AAIS and AXA PPP healthcare will continue to hold information about the **policy** and any claim made under the **policy** for some time after it has ended. **We** will then dispose of **your** information in a responsible way.

Future underwriter changes

Your AA Accident Healthcare **policy** is currently provided and underwritten by AXA PPP healthcare Limited. If **you** have selected any additional cover options, these may be provided by different insurers. At some time in the future **AAIS** may enter into an agreement with a new provider for all or part of **your policy**, in which case this new provider will offer **you** accident healthcare cover to replace **your** current **policy**. If this is the case, **AAIS** will write to **you** to confirm the details of the new provider and give **you** details of any changes to the Terms and Conditions of **your policy**. **You** hereby authorise **AAIS** to transfer any personal data to a new provider, including health or other data defined as 'sensitive personal data' under the Data Protection Act, and consent to the new provider being able to offer cover to **you**. If at any time **you** wish to withdraw **your** agreement to this, please let **AAIS** know by calling 0870 1600 137.

What regulatory protection do I have?

AXA PPP healthcare and **AAIS** are authorised and regulated by the Financial Services Authority (FSA).

The FSA was established by government to provide a single statutory regulator for financial services. The FSA is committed to securing the appropriate degree of protection for consumers and promoting public understanding of the financial system.

The FSA have set out rules which regulate the sale and administration of general insurance which **we** must follow when **we** deal with **you**. AXA PPP healthcare's FSA register number is 202947. This information can be checked by visiting the FSA register which is on their website: www.fsa.gov.uk/register or by contacting the FSA on 0300 500 5000.

AXA PPP healthcare is also a participant in the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. The scheme is administered by the Financial Services Compensation Scheme Limited (FSCS), a body established by the FSA. The scheme is governed by FSA rules and may act if it decides that an insurance company is in such serious financial difficulties that it may not be able to honour its contracts of insurance. The scheme may assist by providing financial assistance to the insurer concerned, by transferring policies to another insurer, or by paying compensation to eligible **policyholders**. For non-compulsory insurance the scheme pays 90% of the total that the policy would have paid. Further information about the operation of the scheme is available on the FSCS website: www.fscs.org.uk or telephone 0207 892 7300.

If you need to complain

Our customer service commitment to you

AAIS aims to provide **you** with high levels of service at all times. However, there may be times when **you** feel that the service has fallen below the standard **you** expect. If this is the case and **you** want to complain, **AAIS** will do its best to try to resolve the situation.

Whether **you** are phoning or writing, please remember to quote **your** name, address and **policy** number as it will help **your** enquiry or complaint be dealt with quickly.

What should I do if I have reason to complain?

For queries and complaints not related to a claim

If **you** have a query or complaint about AA Accident Healthcare that is not regarding a claim, please contact **AAIS'** customer care advisers on 0870 1600 137 and they will try to resolve **your** complaint. If this does not resolve **your** complaint please write to the Customer Care Unit at the following address:

Automobile Association Insurance Services Limited
PO Box 2AA
Newcastle upon Tyne
NE99 2AA

Alternatively, text 0870 600 1303, fax 0292 072 5018 or e-mail Custcare@theAA.com

AAIS acknowledge **your** complaint within five working days. If **AAIS** can't respond fully then **AAIS** will tell **you** who is dealing with it and when **you** will hear from them. **AAIS** will do its best to respond fully within four weeks. And if this isn't possible, **AAIS** will tell **you** why and when **you** can expect a full response.

For queries and complaints related to a claim

If **you** have a query or complaint that is regarding a claim, please contact **our** claims personal advisory team on 0845 600 5818.

If this does not resolve **your** complaint, please contact:

The Customer Relations Executive
AXA PPP healthcare
Phillips House, Crescent Road
Tunbridge Wells, Kent TN1 2PL

We will acknowledge **your** complaint upon receipt, investigate it and respond to **you** within five working days of receiving **your** letter (**we** will, of course, keep **you** informed if there is an unavoidable delay).

If neither of these responses satisfies **you**, please write with details of why **you** feel **our** decision is incorrect in relation to the terms and benefits of **your** policy, to:

The Operations Director,
AXA PPP healthcare,
PPP House, Vale Road,
Tunbridge Wells, Kent TN1 1BJ.

Again, **your** letter will be acknowledged upon receipt. The Operations Director will then, on behalf of **our** Chief Executive, review **your** complaint and respond to **you** within 20 working days of receiving **your** letter (**we** will, of course, keep **you** informed if there is an unavoidable delay).

Please make sure you always quote your policy number from your summary or statement of insurance.

This complaints procedure doesn't affect your statutory rights.

If **you** are not satisfied with the response **you** receive, **you** can ask the Financial Ombudsman Service to review **your** case. The Financial Ombudsman Service will resolve **your** dispute in an independent and fair way. **You** can contact them at:
Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR.
Telephone: **0845 080 1800**
Fax number: **0207 964 1001**
Website: www.financial-ombudsman.org.uk
e-mail: complaint.info@financial-ombudsman.org.uk

Important Note

The Ombudsman will only look at complaints about:

- The way in which **your policy** was sold to **you**
- The administration of **your policy**
- The handling of any claims.

Please note that the Ombudsman will not normally investigate complaints concerning an insurer's legitimate exercise of commercial judgement.

The Ombudsman will also not usually be able to review a complaint where:

- **We** gave a final decision over six months ago
 - **Your** case already involves (or has involved) legal action.
- None of these procedures affect **your** legal rights.

Legal rights and responsibilities

8.1 **Your** rights and responsibilities

- (a) **Your policy** is for one **year**. Prior to the end of any **policy year AAIS** will write to the **policyholder** to advise on what terms the **policy** will continue, provided the **policy you** are on is still available. If **AAIS** does not hear from the **policyholder** in response they will renew **your policy** on the new terms. Where **you** have opted to pay premiums by Direct Debit or continuous credit card payments, **AAIS** may continue to collect premiums by such method for the new **policy year**. Please note that if **AAIS** does not receive **your** premium, **you** will not be covered.
- (b) **You** must make sure that whenever **you** are required to give **us** any information all the information **you** give **us** and **AAIS** is sufficiently true, accurate and complete so as to give **us** a fair presentation of the risk **we** are taking on. If **we** discover later it is not then **we** can cancel the **policy** or apply different terms of cover in line with the terms **we** would have applied had the information been presented to **us** fairly in the first place.
- (c) **You** and **we** are free to choose the law that applies to this **policy**. In the absence of an agreement to the contrary, the law of England and Wales will apply.
- (d) **You** must write and tell **AAIS** if **you** change **your** address.
- (e) Only the **policyholder** and **we** have legal rights under this **policy** and it is not intended that any clause or term of this **policy** should be enforceable, by virtue of the Contract (Rights of Third Parties) Act 1999, by any other person including any **family member**.
- (f) **You** must pay **your** premium when it is due.
- (g) The **policyholder** may cancel this **policy** by contacting **us** during the 14 day cooling off period. The 14 day cooling off period commences on the day that the contract is

concluded or the day that full **policy** terms and conditions are received, whichever is the later. The 14 day cooling off period also applies from each renewal date. If the **policy** is cancelled during the 14 day cooling off period, the following shall apply. Either:

- a. If the **policy** has not commenced prior to the end of this 14 day period, **you** will be entitled to a full refund of any premium paid for the **policy**; or
- b. If the **policy** has commenced **AAIS** will refund any premium owing to **you** on a pro-rata basis for the **policy**, (excluding **AAIS'** reasonable administrative expenses).

If the **policyholder** does not cancel the **policy** during the cancellation period **you** have the right to cancel it at any point during its duration and if **you** have not made a claim **AAIS** will refund any premium owing to **you** on a pro-rata basis (excluding **AAIS'** reasonable administrative expenses). If **you** have made a claim no refund will be allowed. If **you** have chosen to pay **your** annual premium by instalments **you** must continue to pay **your** monthly direct debit.

- (h) AA Accident Healthcare is sold alongside **your AA Car Insurance policy** and if that **policy** no longer meets **your** needs **you** and **AAIS** have the right to cancel it at any point during its duration as detailed in **your AA Car Insurance Policy Booklet**. This AA Accident Healthcare **policy** will automatically be cancelled at the same time and **AAIS** will refund any premium owing to **you** on a pro-rata basis (excluding **AAIS'** reasonable administrative expenses).
- (i) If for any reason **you** decide to cancel **your policy** let **AAIS** know by calling 0870 1600 137. If **you** require **eligible treatment** as the result of a **road** traffic accident which occurred prior to cancelling the **policy**, **you** are eligible to receive **treatment** for up to 12 months after the date of the **road** traffic accident, regardless of whether the **policy** has been cancelled.

8.2 AXA PPP healthcare's rights and responsibilities

- (a) **AAIS** will tell the **policyholder** in writing the date the **policy** starts and any special terms which apply to it.
- (b) **We** can refuse to add a **family member** to the **policy** and **we** will tell the **policyholder** if **we** do.
- (c) **We** will pay for **eligible treatment** costs incurred for a period of 12 months from the date of the **road** traffic accident provided the premium has been paid for the period when the **road** traffic accident occurred.
- (d) If **you** break any of the terms of the **policy we** can:
 - refuse to make any benefit payment or if **we** have already paid benefits **we** can recover from **you** any loss to **us** caused by the break; and
 - refuse to renew **your policy**; or
 - impose different terms to any cover **we** are prepared to provide; or
 - end **your policy** and all cover under it immediately.
- (e) **We** can change all or any part of the **policy** from any renewal date. **We** will give **you** reasonable notice of changes to **your policy** terms.
- (f) **We** may cancel, refuse to renew, or vary **your policy** at any time if **AAIS**:
 - chooses to cancel the AA Accident Healthcare scheme, or it offers an alternative plan to the same insured person covered under this **policy** as well as or in place of this **policy**; or
 - refuses or fails to keep its duties under the **policy**; or
 - enters into a composition with its creditors, winds up or goes into liquidation unless it is genuine reconstruction takeover or amalgamation; or
 - has given **us** incomplete or untruthful answers in any information **we** have asked them to give.
- (g) This **policy** is written in English and all other information and communications to **you** relating to this **policy** will also be in English.

Benefits table

This **table** shows the benefits available to **you** for the cost of **treatment**. These benefits are explained fully in the preceding pages of **your** Policy Booklet. **You** must read this table in conjunction with the rest of **your** Policy Booklet.

This **policy** provides cover for **treatment** made necessary as a direct result of **injury** sustained in a **road** traffic accident in the **United Kingdom** involving a moving motor vehicle.

The cover does not include **treatment** needed in the accident and emergency department of the **hospital**, or any immediate **treatment** needed in an intensive therapy unit (except the cash benefit).

Please make sure **you** call the AA Car Insurance Claimline prior to **treatment** so that AXA PPP healthcare can contact **you** to confirm the extent of **your** cover and any limitations that may apply.

Benefits	Benefit Level	Where can I find more information?
Policy benefit limit. We will pay up to the maximum shown for each person covered by the policy for the 12 month period following the date of the accident.	£1,000,000	
In-patient and day-patient treatment	In-patient and day-patient treatment	
1. Hospital charges: including charges for accommodation, diagnostic tests , operating theatre charges, nursing care, drugs and dressings, physiotherapy, and surgical appliances used by the specialist during surgery.	Paid in full in any hospital or day-patient unit within your policy benefit limit	Page 13
2. Specialists' fees (Surgeons', anaesthetists' and physicians').	Covered within your policy benefit limit	Page 14-15
3. In-patient consultations – benefit for a consultation with a second specialist arranged by the treating specialist .	Covered within your policy benefit limit	Page 14-15
4. Parent accommodation – this benefit is for the cost of one parent staying in hospital with a child under 11 years old while the child is receiving eligible private treatment . The child must be covered by the policy and the benefit is paid from the child's benefits.	Paid in full in any hospital within your policy benefit limit	

Benefits	Benefit Level	Where can I find more information?
Out-patient treatment		
5. Surgical procedures	Covered within your policy benefit limit	Page 13-15
6. Specialist consultations	Covered within your policy benefit limit	Page 14-15
7. Clinical practitioner charges (including physiotherapy).	Covered within your policy benefit limit.	Page 13
8. Complementary practitioner charges	We will pay for up to an overall maximum of ten sessions of treatment within 12 months from the date of your road traffic accident, for GP referred physiotherapy and/or complementary practitioner treatment	
9. Diagnostic tests on specialist referral	Paid in full within your policy benefit limit	Page 11-12
10. Computerised tomography (CT), magnetic resonance imaging (MRI) and positron emission tomography (PET).	Paid in full within your policy benefit limit	Page 13
Other benefits		
11. Ambulance transport – when you are receiving private in-patient or day-patient treatment and it is medically necessary to use a road ambulance to transport you between a hospital and another medical facility.	Paid in full within your policy benefit limit	Page 14-15
12. NHS cash benefit. This benefit is paid for each night you receive free treatment under the NHS and only if: (i) you are admitted for in-patient treatment before midnight for treatment of an injury caused by a road traffic accident (ii) the treatment you receive under the NHS would have been eligible for benefit privately under this policy . (This benefit is also paid for each night you receive treatment in an accident and emergency ward or intensive therapy unit.)	£100 a night up to £2,000 for each accident	Page 13

Automobile Association Insurance Services Limited (AAIS) has arranged for AA Accident Healthcare to be underwritten by AXA PPP healthcare limited, Phillips House, Crescent Road, Tunbridge Wells, Kent TN1 2PL.
AXA PPP healthcare limited. Registered Office: 5 Old Broad Street, London EC2N 1AD. Registered Number 148119 England.
Authorised and regulated by the Financial Services Authority.

Call to find out more about:

Insurance

- Car Insurance
- Motorcycle Insurance
- Van Insurance
- Classic Car Insurance
- Home Insurance
- Travel Insurance
- Life Insurance
- Pet Insurance
- Caravan Insurance
- Holiday Homes Insurance
- Personal Injury Claims
- Overseas Car Insurance
- Golf Insurance
- Business Insurance

Breakdown

- Breakdown Cover
- European Breakdown Cover

Other Services

- Driving School
- Maps, Guides and Atlases

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

You may contact us using Text Relay. Information is also available in large print, Braille and audio on request. Please call us on **0845 366 1601** for details.

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