

# Van Insurance

**Additional Cover Terms and Conditions**

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March 2025

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**AA** *Van  
Insurance*



## **Welcome to Automobile Association Insurance Services Limited**

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

This booklet sets out the terms and conditions of the additional cover you may hold on your van insurance policy. Please refer to your 'Your van insurance cover and price' document to check any additional cover you have. Please read this booklet carefully, together with your policy pack and any Important Notices.

If there's anything you're not sure about, our experienced customer service team are here to help you with all your van insurance needs.

# A guide to your additional cover booklet

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# How to manage your policy or contact us

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

Have your policy number and customer ID from your 'Your van insurance cover and price' document to hand before you contact us.

	If you'd like to:	Web addresses & contact details:
<b>Managing your policy</b>	discuss /cancel your policy	0330 053 0203
	discuss your renewal/ cancel your renewal	0330 053 0234
<b>Van Legal Assistance</b>	log or discuss a legal claim about: recovery of losses when an insured person is involved in a motor accident which is not the insured persons fault	0330 053 0322 Van Legal Assistance, Longacre Claims, Unit 2, Century Place, 1 Lamberts Road, Tunbridge Wells, TN2 3EH
	log or discuss a claim about: defence of a Criminal Prosecution of a motoring offence vehicle cloning illegal clamping and towing motor vehicle contract dispute	0161 492 1639 nonmotorclaims@financialandlegal.co.uk Financial & Legal Insurance Company Limited, 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GQ
<b>Van Hire</b>	log or discuss a Van Hire claim	0330 053 0322
<b>Tools in Transit</b>	log or discuss a Tools in Transit claim	0344 856 2275 <a href="https://toolclaims.davies-group.com">https://toolclaims.davies-group.com</a>
<b>Breakdown Assistance</b>	report a breakdown in the UK	0333 004 6046 07860 027 999 (Text Phone)





## **Van Legal Assistance**

If you have Van Legal Assistance as additional cover with your van insurance policy, the following section applies. Please refer to your 'Your van insurance cover and price' document to check the additional cover you have.

# Van Legal Assistance

## Welcome

Thank you for choosing AA Van Legal Assistance, which is underwritten by Financial & Legal Insurance Company Limited and administered by MSL Legal Expenses Limited. As an AA Van Legal Assistance customer, you now have legal expenses insurance to protect you in relation to the legal disputes set out in this Policy and to provide you with other benefits.

A summary of the cover provided by this Policy is shown in your Insurance Product Information Document (IPID).

You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions.

## Our Agreement

This insurance is a contract between us (Financial & Legal Insurance Company Limited) and you (the person shown in the certificate of insurance issued by the Administrator when you purchased this policy). This is a claims made Policy which means that for there to be a valid claim under the Policy, claims must be reported to us during the Period of Insurance.

We will, subject to What IS Insured and What IS NOT Insured, and the Claims Settlement Provisions and Conditions of this Policy, provide you with the insurance and benefits set out in this Policy during the Period of Insurance.

Signed on our behalf



**Nick Garner, Chief Executive Officer  
Financial & Legal Insurance Company Limited**

## The Meaning of Words in this Policy

Each of the words or terms shall have a specific meaning which applies wherever they appear in bold type in this Policy.

<b>Administrator</b>	Means Automobile Association Insurance Services Limited, appointed to act on <b>Our</b> behalf to retail this policy and specified claims arising under this policy.
<b>Appointed Representative</b>	Means the claim negotiator or the lawyer or other suitably qualified person appointed by <b>Us</b> to act on behalf of the <b>Insured Person</b> , in accordance with <b>Our</b> standard terms of appointment.
<b>Costs and Expenses</b>	Means all necessary and reasonable: <ul style="list-style-type: none"><li>(i) Fees, costs, disbursements and expenses charged by the <b>Appointed Representative</b> and agreed by <b>Us</b></li><li>(ii) Opponents' costs in civil cases where the <b>Insured Person</b> is ordered to pay them or where <b>We</b> agree to pay them in pursuing the claim including the costs of any appeal or defending an appeal, provided the <b>Insured Person</b> tells <b>Us</b> within the time limits and provided that <b>We</b> agree to the appeal.</li></ul>
<b>Insured Person</b>	Means: <ul style="list-style-type: none"><li>a. <b>You</b></li><li>b. Any domestic partner or any family member permanently living with <b>You</b> provided that they have <b>Your</b> permission to claim under this Policy. <b>Insured Vehicle</b> means any motor vehicle insured by the <b>Motor Insurance Policy</b>.</li></ul>
<b>Legal Proceedings</b>	Means a legal remedy for compensation.
<b>Motor Insurance Policy</b>	Means the policy of insurance provided to <b>You</b> by the <b>Administrator</b> with which this policy is issued.
<b>Period of Insurance</b>	Means the 12-month period that begins on the commencement date of <b>Your Motor Insurance Policy</b> .
<b>Reasonable Prospects</b>	Means that in respect of each claim there is always more than a 50% chance of the <b>Insured Person</b> recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by <b>Us</b> or the <b>Appointed Representative</b> .
<b>Territorial Limits</b>	Means: <ul style="list-style-type: none"><li>a. the United Kingdom, the Channel Islands and the Isle of Man, the European Union countries including Switzerland, Norway, in respect of Insured Incident 1 under What IS Insured, and</li><li>b. the United Kingdom, the Channel Islands and the Isle of Man under Insured Incidents 2, 3, 4, and 5 under What IS Insured.</li></ul>
<b>Uninsured losses</b>	Means losses recoverable from a third party which you incur which are not insured by <b>Your</b> motor insurance policy including (but not limited to) loss of income, policy excess, vehicle hire, vehicle repair.
<b>We/Us/Our</b>	Means Financial & Legal Insurance Company Limited.
<b>You/Your</b>	Means the person shown as the policyholder named in Certificate of Insurance issued to <b>You</b> by the <b>Administrator</b> of <b>Your Motor Insurance Policy</b> .

## What IS insured

**We** will, subject to What IS NOT Insured, and the Claims Settlement Provisions and Conditions of this Policy, provide the insurance which are set out below.

Provided that:

1. **Reasonable Prospects** exist for the duration of the claim.
2. The claim is reported to **Us**
  - a) During the **Period of Insurance**, and
  - b) Immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.
3. The **Insured Person** follows the advice provided to them by **Us** or the **Administrator**.
4. The **Insured Person** seeks and continues to follow the advice from **Us** or the **Administrator**.
5. During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the **Insured Person** keeps **Us** or the **Administrator** up to date with all developments and the **Insured Person** follows and continues to follow the advice from **Us** or the **Administrator**.

The maximum **Costs and Expenses** that **We** will pay in respect of all insured incidents arising in any one **Period of Insurance** is £200,000.

**We** will not pay any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

## Insured Incidents

1. **Recovery compensation for personal injury and uninsured losses when an Insured Person is involved in a motor accident which is NOT the Insured Person's fault.**

If the **Insured Vehicle** is involved in a motor accident with another party which is not the fault of the **Insured Person**, **We** will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** against the party at fault in respect of any one claim for the recovery of compensation for personal injury and **Uninsured Losses**.

The maximum **Costs and Expenses** that **We** will pay in relation to the pursuit of **Legal Proceedings** for any one claim is £100,000.

2. **Defence of a Criminal Prosecution of a Motoring Offence**

**We** will pay the **Costs and Expenses** for defending an **Insured Person's** rights relating to the defence of a criminal prosecution of a motoring offence in relation to an offence involving the **Insured Vehicle**.

Provided that there is a genuine defence to the prosecution.

The maximum **Costs and Expenses** that **We** will pay in relation to the pursuit of **Legal Proceedings** for any one claim is £100,000.



**We** will not pay:

- a) The first £250 of any claim.
- b) More than two claims in any one **Period of Insurance**.
- c) For any claim in relation to a plea in mitigation.
- d) For any claim relating to a prosecution connected with parking offences, driving without insurance, drink or drugs, death by dangerous or careless driving, racing, pace making, rallying, speed testing or any other form of competition.

### 3. **Vehicle Cloning**

**We** will pay the **Costs and Expenses** for defending **You** in civil or criminal proceedings arising from the use of the **Insured's Vehicle** identity by a third party without permission.

Provided that the amount in dispute exceeds £100.

The maximum **Costs and Expenses** that **We** will pay in relation to the pursuit of **Legal Proceedings** for any one claim is £100,000.

**We** will not pay:

- a) Where the **Insured Vehicle's** identity has been copied by somebody living with **You**.
- b) Where **You** did not take reasonable precautions against the **Insured Vehicle's** identity being copied without **Your** permission.

### 4. **Illegal Clamping and Towing**

**We** will pay the **Costs and Expenses** to pursue the recovery of illegal clamping or towing fees related to the **Insured Vehicle**.

Provided that the amount in dispute exceeds £100.

The maximum **Costs and Expenses** that **We** will pay in relation to the pursuit of **Legal Proceedings** for any one claim is £100,000.

**We** will not pay:

- a) For any claim relating to damage inflicted upon the clamping device.
- b) Where the clamping or towing has been carried out lawfully.

### 5. **Motor Vehicle Contract Disputes**

**We** will pay the **Costs and Expenses** for the pursuit of **Legal Proceedings** relating to an agreement or alleged agreement that **You** have entered into in relation to the use or ownership of the **Insured Vehicle**.

Provided that the amount in dispute exceeds £100.

The maximum **Costs and Expenses** that **We** will pay in relation to the pursuit of **Legal Proceedings** for any one claim is £100,000.

## What IS NOT insured

### 1. Prior Claims

Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

### 2. Prior Costs and Costs and Expenses we do not Authorise.

Any costs incurred before a claim is made and any **Costs and Expenses** which **We** or the **Administrator** do not authorise.

### 3. Dishonesty, Violence and Fraud

Any claim:

- a) Involving actual or alleged dishonesty or violence by the **Insured Person**.
- b) Or statement which is overstated, false or fraudulent.

**We** will have the right to refuse to pay a claim or to void this insurance from the date of the act.

### 4. Judicial Review, Mediation or Arbitration

Any claim directly or indirectly relating to or resulting from:

- a) A judicial review.
- b) Mediation or arbitration.

### 5. Bankruptcy, Liquidation or Receivership

Any claim where the **Insured Person** is bankrupt, in liquidation, has made an arrangement with their creditors, has entered into a Deed of Arrangement or where part or all of the **Insured Person's** affairs or properties are in the care or control of a receiver or an administrator.

### 6. Disqualified Drivers

Where, at the date of the Insured Incident, the **Insured Person** has never held or has been disqualified from holding or obtaining a driving licence.

### 7. Other Insurance

Any **Costs and Expenses** which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist except for any amount in excess of that which would have been payable under such insurance(s).

### 8. Fines and Penalties

Fines, damages or other penalties which the **Insured Person** is ordered to pay by a court or other authority.

### 9. Disputes with Us

Any claim against **Us**, Financial & Legal Insurance Company Limited or MSL Legal Expenses Limited.

## 10. War Risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000 or damage to property by or under the authority of any government, public or local authority.

## 11. Radioactive Contamination and Pressure Waves

Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event:

- a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- c) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## 12. Proportionality

Any claim where, in **Our** opinion, the value/amount in dispute is disproportionate to the time and **Costs and Expenses** involved in its pursuit.

## 13. Legal Proceedings

Any **Legal Proceedings** outside of the jurisdiction of a Court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

# Claim Settlement Provisions

## 1. Reasonable Precautions

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts which will result in a claim.

## 2. When You must report a claim to Us

The **Insured Person** must tell **Us** immediately of any circumstances which may give rise to a claim.

## 3. Acceptance of claim

On receipt of the claim, it will be assessed and dealt with by **Our** in-house claims negotiators and, if appropriate and if **Reasonable Prospects** exist, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**.

If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured Person's** own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Person** if Counsel's opinion shows clearly that there are merits in proceeding.

#### 4. Conduct of the Claim

(i) **We will be entitled:**

- To have direct contact with the **Appointed Representative**.
- To take over and conduct in the **Insured Person's** name any claim or **Legal Proceedings** at any time and negotiate any claim on behalf of the **Insured Person**.
- To refuse to accept a claim or continue with a claim where the **Insured Person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative**.

(ii) **What the Insured Person must do:**

- Provide, at the **Insured Person's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist.
- Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time and avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim.
- Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Policy.
- Take all reasonable steps to resolve disputes that otherwise may give rise to a claim.
- Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court.
- Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed and audited at **Our** request.

(iii) **What the Insured Person must not do:**

- Withdraw from any claim or **Legal Proceedings** or withdraw instructions from **Us** or the **Appointed Representative**, without **Our** consent.
- Pursue a claim in any way against the advice or instructions from **Us** or the **Appointed Representative**.
- Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**.
- Agree to settle any claim on any basis or reject any offer to settle a claim without **Our** consent or the consent of the **Appointed Representative**.

**We** will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Person** if the **Insured Person** breaches any of the conditions in (ii) and (iii) above.

#### 5. Payment instead of pursuing or defending a claim

At any time, **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economical solution.

#### 6. Legal Proceedings

Any **Legal Proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

## 7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim. Where **we** have agreed someone other than our nominated **Appointed Representative** may act for the **Insured Person**, **we** will not pay any sums in excess of what **we** would have paid to an **Appointed Representative** that **we** would have appointed to undertake the same work, which is currently set at an hourly rate of £125 + VAT.

## Conditions

### 1. Observance of Terms

Anyone making a claim under this Policy must have **Your** permission and observe the terms under this Policy.

### 2. Cancellation

If cover has started, **You** have a right to cancel and receive a refund which will be subject to a charge for the period of cover **You** have received. No refund of premium will be allowed if a claim has or is being made against **Your** van insurance policy during the current period of cover. Where cover has not started, **You** will be entitled to a full refund of the premium **You** have paid. If **You** cancel the Policy, **You** must contact **Your Administrator**.

**We** may cancel this Policy at any time provided that **We** give **You** 7 days' notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to, fraud, dishonesty and any outstanding amount due from **You** in relation to any other claim under the Policy. Where **We** cancel this Policy no refund of premium will be available. If **We** cancel the Policy, **We** will write to **You** at **Your** address shown in **Our** records.

### 3. Arbitration

Any dispute or difference of any kind between **Us** and an **Insured Person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

### 4. Assignment

This insurance is between and binding upon **Us** and **You** and their respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.

### 5. New Rules

If during the **Period of Insurance**, any changes should be made (whether issued or implemented by any relevant authority or otherwise) to applicable rules, laws, legislation judgements, regulations, directives, guidance, codes of conduct, recommendations or requirements or any other rules, instruments and provisions in force from time to time which alter or affect (or may alter or affect) in any way the legal costs regime to **Our** or **Your** material detriment, **We** reserve the right to amend this



Policy to deal appropriately (fairly to both **You** and **Us**) with such changes. In those circumstances **We** will issue an endorsement to this Policy notifying You within 21 days of the proposed changes by sending to **You** details of those changes to **Your** last known address. **You** will, however, be free to accept or reject those changes in line with the procedure set out in the endorsement.

## 6. Third Party Rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

## 7. Waiver

If **We** or any **Insured Person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of such rights at any subsequent time.

## 8. Recoveries

**We** reserve the right, at **Our** own expense, to take proceedings in the name of the **Insured Person** to recover any payment made under this Policy. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Policy, such **Costs and Expenses** must be immediately repaid to **Us**.

## 9. Governing Law

This Policy is subject to the law applicable to **Your** place of residence in the United Kingdom, the Isle of Man or the Channel Islands.

## Data Protection

**We** act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** Policy of Insurance and/or handle any insurance claim **You** may submit to **Us** under this Policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

### What we process and share

The personal data **You** have provided, **We** have collected from **You**, or **We** have received from third parties may include **Your**:

- Name, date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

**We** may receive information about **You** from the following sources:

- The **Administrator**.
- Parties involved in the arrangement and distribution of this insurance.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, **Appointed Representatives**.
- Directly from **You**.

**We** will not pass **Your** information to any third parties except to enable **Us** to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other **Appointed Representatives**.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers (including the **Administrator**) carrying out a service on **Our**, or **Your** behalf.

**We** will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

### **Data Retention**

**We** will hold **Your** details for up to seven years after the expiry of **Your** Policy, complaint and/or claims settlement.

### **Your rights**

**Your** personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

**You** can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information, **We** hold about **You** please contact **Us**.

## How to make a claim

**We** have appointed an **Administrator** to receive and administer claims under this policy on our behalf in relation to insured incident 1.

1. Recovery of losses when an **Insured Person** is involved in a motor accident which is NOT the **Insured Persons** fault.

To make a claim in relation to insured incidents 2, 3, 4 and 5, **You** will need to contact **Us**.

2. Defence of a Criminal Prosecution of a motoring offence
3. Vehicle Cloning
4. Illegal Clamping and Towing
5. Motor Vehicle Contract Dispute

Insured Incident:	If you'd like to:	Web addresses & contact details:
<b>1. Recovery of losses when an insured person is involved in a motor accident which is NOT the insured persons fault</b>	Contact the <b>Administrator</b> to discuss <b>Your</b> policy or make a claim	<b>Call:</b> 0330 053 0322 Lines open 24 hours a day, 365 days a year <b>Write to:</b> Van Legal Assistance, Longacre Claims, Unit 2, Century Place, 1 Lamberts Road, Tunbridge Wells, TN2 3EH
<b>2. Defence of a Criminal Prosecution of a motoring offence</b> <b>3. Vehicle Cloning</b> <b>4. Illegal Clamping and Towing</b> <b>5. Motor Vehicle Contract Dispute</b>	Contact <b>Us</b> to make a claim	<b>Call:</b> 0161 492 1639 Lines are open 9am – 5pm Monday to Friday. <b>Email:</b> nonmotorclaims@financialandlegal.co.uk <b>Write to:</b> Financial & Legal Insurance Company Limited, 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GQ

For claims made to **Us**, if the claim is accepted and **Reasonable Prospects** exist, the claim will be handled by **Our** specialist claims unit or **We** will instruct an **Appointed Representative** to act on behalf of the **Insured Person**.

Please note that:

- Any costs incurred before a claim is made and any costs which **We** do not authorise are not insured by this Policy.
- Under this Policy there must be **Reasonable Prospects** for any claim to proceed.
- If there is any conflict of interest or if court proceedings are to be issued only then will the **Insured Person** be entitled to choose their own lawyer.

## Financial Services Compensation Scheme

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the “Compensation Scheme”). If they are unable to meet their obligations under this Policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

## How to Make a Complaint

**Our** aim is to provide a first-class standard of service at all times.

If **You** feel that **our Administrator** has let **You** down in respect to their handling of a claim arising under Insured Incident 1 or the sale of this policy and **You** wish to raise a complaint, please contact our **Administrator** by telephone on 0344 209 0556, by email to [insurance.complaints@theAA.com](mailto:insurance.complaints@theAA.com) or in writing to AA Insurance Complaints, Customer Solutions Team, Q3 Quorum Business Park, Benton Lane, Newcastle Upon Tyne, Tyne & Wear, NE12 8EX.

If **You** feel that **We** have let **You** down in respect to **Our** handling of a claim arising under Insured Incident 2, 3, 4 & 5 and **You** wish to raise a complaint, please contact **Us** by telephone on 0161 393 9916, by email to [complaints@financialandlegal.co.uk](mailto:complaints@financialandlegal.co.uk) or in writing to Financial & Legal Insurance Company Limited, 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GQ.

**Our** staff will attempt to resolve **Your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to you. Where this is not possible, **We** will acknowledge **Your** complaint promptly. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of **Our** letter in response to **Your** complaint **You** remain dissatisfied, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR.

The use of these facilities does not affect **Your** right to take legal action.

### **Please read your policy document carefully and keep it in a safe place**

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited, Registered Office: 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GQ is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under no 202915. Registered in England under Company No. 03034220.

The insurance policy is arranged by MSL Legal Expenses Limited, Registered Office: 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GQ. Registered in England No. 2210857. MSL Legal Expenses Limited is authorised and regulated by the Financial Conduct Authority under No. 311676.

The insurance is sold by and specified insurance claims are administered by Automobile Association Insurance Services Limited, Registered Office Level 3, Plant, Basing View, Basingstoke, Hampshire, RG21 4HG. Registered in England No. 02414212. Automobile Association Insurance Services Limited is authorised and regulated by the Financial Conduct Authority under No. 310562.





## Van Hire

If you have Van Hire as additional cover with your van insurance policy, the following section applies. Please refer to your 'Your van insurance cover and price' document to check the additional cover you have.



# Van Hire

## Introduction

Thank you for choosing Van Hire Insurance.

It's important that **you** read this wording and **your policy schedule** to make sure that everything **you've** told **us** is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. Please make sure that **you** keep this policy wording and **your policy schedule** in a safe place in case **you** need to look at them later.

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

Automobile Association Insurance Services Limited is an insurance intermediary authorised and regulated by the Financial Conduct Authority. Registered office: Level 3, Plant, Basing View, Basingstoke, Hampshire, RG21 4HG. England and Wales. We're on the Financial Services Register under registration number 310562.

In return for the payment of **your** premium, **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

## Consumer Insurance Act

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) Supply accurate and complete answers to all the questions **we** or **AAISL** may ask as part of **your** application for cover under the policy.
- b) To make sure that all information supplied as part of **your** application for cover is true and correct.
- c) Tell **AAISL** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

## Cancellation by you

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

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

To cancel this policy please contact **AAISL**.

## Jurisdiction and Law

This insurance will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

## Definitions

Where **we** explain what a word means, that word will be highlighted in **bold** print and will have the same meaning wherever it is used in this policy.

<b>AAISL</b>	Automobile Association Insurance Services Limited.
<b>Hire Company(s)</b>	The company that <b>we</b> instruct to give you the <b>hire van</b> .
<b>Hire Period</b>	28 days, the maximum number of days that <b>we</b> will pay for the <b>hire van</b> .
<b>Hire Van(s)</b>	A similar size vehicle to the <b>insured vehicle</b> excluding chilled vehicles and 4x4 vehicles and not exceeding 3.5t gross vehicle weight.
<b>Insured Vehicle</b>	The motor vehicle detailed in <b>your policy schedule</b> .
<b>Limit of Cover</b>	A maximum of two claims for a <b>hire van</b> for the <b>hire period</b> detailed in <b>your policy schedule</b> . For example, if <b>your hire period</b> is 28 days, <b>you</b> are allowed two claims up to a total of 28 days combined during the <b>period of insurance</b> .
<b>Motor Insurer</b>	An authorised UK motor insurer.
<b>Period of Insurance</b>	The period stated in <b>your policy schedule</b> that this policy is in force for.
<b>Policy Schedule</b>	The separate document <b>AAISL</b> send <b>you</b> that includes details about <b>you</b> and what <b>you</b> are covered for.
<b>Territorial Limits</b>	England, Scotland, Wales and Northern Ireland.
<b>Third Party</b>	The other person(s) and/or party(s) responsible for the incident giving rise to a claim on this policy.
<b>Total Loss</b>	The <b>insured vehicle</b> has either been stolen and not recovered or involved in a road traffic collision, fire, attempted theft or been maliciously damaged and <b>your motor insurer</b> confirms to <b>us</b> that it is uneconomical to repair.
<b>We/Us/Our/Insurer</b>	Collinson Insurance.
<b>You/Your</b>	The person named in <b>your policy schedule</b> .
<b>Your Claim</b>	A claim by <b>you</b> against <b>your</b> existing motor insurance policy.

## What is covered

1. If the **insured vehicle** is declared a **total loss**, and this happens within the **territorial limits**, we will arrange a **hire van** for **you** to use until three days after **you** have received payment for **your claim** up to the **limit of cover**. This **hire van** can only be used within the **territorial limits**.
2. The **hire vans** we provide are in good condition and less than three years old.
3. If, for reasons that **we** can't control, **we** can't find a **hire van** for **you**, or **you** are unable to drive due to injury or other factors, **we** may choose to pay **you** back for the cost of transportation up to £30.00 per day, for the number of days **your insured vehicle** is not available, up to the **hire period** as stated in **your policy schedule**.
4. If **your insured vehicle** has been specially modified to accommodate a driver or passenger with disabilities and **we** can't find another suitable vehicle for **you**, **we** will reimburse **you** up to £30.00 per day for transportation costs during the period when **your insured vehicle** is not available, up to the **hire period** as stated in **your policy schedule**.

## What is not covered (exclusions)

1. Drivers 20 years of age or under.
2. Any vehicle used for driver instruction where the tutor is not a fully qualified Instructor and /or not on 'The Register of Approved Driving Instructors' or 'Department of the Environment Approved Driving Instructor' in Northern Ireland.
3. Any vehicle used for driver instruction without dual controls.
4. Any charges imposed by the **hire company** for additional drivers.
5. Use of the **hire van** outside the **territorial limits**.
6. Excess charges imposed by the **hire company** after an accident, fire, or theft involving the **hire van**.
7. Any costs related to fuel, fares, fines, and administration fees imposed by the **hire company** while **you** have the **hire van**.
8. Any claim which has not been reported to **us** within 14 days of the incident.
9. Any claim if a **hire van** is already available under another insurance or other means.
10. Any **hire van** charges incurred after the **hire period**.
11. **Hire van** charges more than three days after you have received payment for **your claim** under **your** motor insurance policy.
12. Claims for an incident, accident or theft when the event happened before the start of the **period of insurance** or after the **period of insurance** has ended.
13. Any claim where the damage to the **insured vehicle** was caused during the theft or attempted theft of its contents.
14. Claims related to mechanical or electrical breakdown/failure or misfuelling.
15. Fires caused by modifications not approved by the **insured vehicle** manufacturer, or not fitted by an appropriately qualified mechanic/technician, and/or not disclosed to the main **motor insurer**.
16. The use of a **hire van** if the **insured vehicle** gets badly damaged because of an accident, fire, someone intentionally damaging it, theft or an attempted theft and the **insured vehicle** has not been declared a **total loss** by **your motor insurer**.

## Conditions Applicable

1. Make sure **your insured vehicle** is serviced according to the manufacturer's instructions and have valid motor insurance from an authorised insurer regulated by the Financial Conduct Authority or the Prudential Regulation Authority.
2. Report any incidents that may result in a claim on this policy to **your motor insurers** and actively work on getting **your** claim settled.
3. Contact AA Accident Assist within 14 days after the event that caused the claim.
4. Provide any requested information to **us** in a reasonable timeframe.
5. Follow the terms and conditions of the **hire company**.
6. Any damage caused to the **hire van** and associated costs will be **your** responsibility.
7. Make sure **you** have adequate motor insurance in place for **your** use of the **hire van**. This may be provided by the **hire company** if **your** driving history is acceptable to them.
8. Take reasonable steps to reduce the cost(s) of the claim.
9. Take necessary action to recover any costs, charges, or fees that **we** have paid or are liable to pay and return those amounts to **us**.
10. Pay **us** any costs, charges, or fees that are directly recovered from the third party, up to the costs incurred during the **hire period**.
11. After the **hire van** is returned, **we** can take over and, if necessary, handle legal proceedings in **your** name to recover the hire costs from the third party.
12. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

## How to make a claim

**Your Van Hire** claim will be handled on the **insurer's** behalf by AA Accident Assist.

When **you** become aware of a possible claim under this policy, **you** need to report it to AA Accident Assist right away. **You** must report it within 14 days of the incident.

If you'd like to:	Contact details:
<b>Log or discuss a claim</b>	<b>Call:</b> 0330 053 0322 Lines open 24 hours a day, 365 days a year

**You** will receive a copy of the terms and conditions from the **hire company**. It's important that **you** follow their terms and conditions completely, as it's a requirement of this policy.

If the **hire company** offers any additional options like Excess Protection or Collision Damage Waiver, **you** will be responsible for paying for those upgrades and any administration fees.

## **Cancellation by us**

**We/AAISL** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance policy by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address.

Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud.
- b) Non-payment of premium.
- c) Threatening and abusive behaviour.
- d) Non-compliance with policy terms and conditions.
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our/AAISL** investigations provide evidence of fraud or a serious non-disclosure, **we/AAISL** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us/AAISL** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If **we/AAISL** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we/AAISL** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

## **Fraud**

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy.
- Fails to reveal or hides a fact likely to influence the cover **we** provide.
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false.
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**, and **we/AAISL** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We/AAISL** may also take legal action against **you** and inform the appropriate authorities.



## Complaints Procedure

**We** always strive to provide excellent service. However, if **you** have a complaint, please contact **AAISL**:

- **Email:** insurance.complaints@theAA.com
- **Tel:** 0344 209 0556
- **Text Phone:** 0370 600 1303
- **Post:** AA Insurance Complaints  
Customer Solutions Team  
Q3 Quorum Business Par  
Benton Lane  
Newcastle Upon Tyne  
Tyne & Wear  
NE12 8EX

**We/AAISL** will respond to **your** complaint within four weeks of receiving it. **Our/AAISL** response will be the final decision based on the information provided. If there's a delay in the investigations, **we/AAISL** will explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you're** still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS).

**You** can contact them using the details below:

### The Financial Ombudsman Service

Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR

**Telephone:** 0800 023 4567 (free for people calling from a landline) or 0300 123 9123

**Email:** complaint.info@financial-ombudsman.org.uk

Following this complaints procedure does not stop **you** from taking legal action.

### Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0207 741 4100.

# Data Protection

## How We Use Information About You

As a data controller, **we** collect and process information about **you** so that **we** can provide you with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to:

- Meet **our** contractual obligations to **you**.
- Issue **you** this insurance policy.
- Deal with any claims or requests for assistance that **you** may have.
- Service **your** policy (including claims and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect **our** legitimate interests.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

**We** will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting <https://cifas.org.uk/fpn> and <https://insurancefraudbureau.org/privacy-policy>.

## Processing your data

**Your** data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with **us**.
- In the public or **your** vital interest: or
- For **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

## How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet our regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

**We** also have security measures in place in **our** offices to protect the information that **you** have given **us**.

## How you can access your information and correct anything which is wrong

**You** have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information, please contact **us** by email or letter as shown below:

**Email address:** data.protection@collinsongroup.com

**Postal address:** 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

**We** want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints Manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk>.



## **Tools in Transit**

If you have Tools in Transit as additional cover with your van insurance policy, the following section applies. Please refer to your 'Your van insurance cover and price' document to check the additional cover you have.

# Tools in Transit

## Introduction

Thank **you** for choosing Tools in Transit Insurance.

It's important that **you** read this wording and **your policy schedule** to make sure that everything **you've** told **us** is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. Please make sure that **you** keep this policy wording and **your policy schedule** in a safe place in case **you** need to look at them later.

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

Automobile Association Insurance Services Limited is an insurance intermediary authorised and regulated by the Financial Conduct Authority. Registered office: Level 3, Plant, Basing View, Basingstoke, Hampshire, RG21 4HG. England and Wales. We're on the Financial Services Register under registration number 310562.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

This policy meets the demands and needs of those who wish to insure against the cost of replacement tools in the event of theft, destruction, or damage whilst in their **motor vehicle** or in the process of loading or unloading from their **motor vehicle**.

## Consumer Insurance Act

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) Supply accurate and complete answers to all the questions **we** or the selling broker may ask as part of **your** application for cover under the policy.
- b) Make sure that all information supplied as part of **your** application for cover is true and correct.
- c) Tell **AAISL** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

## Cancellation by you

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

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

To cancel this policy please contact **AAISL**.



## Jurisdiction and Law

This insurance will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

## Important

This insurance runs along with the **motor insurance policy** that covers **your motor vehicle** and if **your motor insurance policy** is cancelled or expires, all cover under this insurance will end.

## Definitions

Where **we** explain what a word means, that word will be highlighted in **bold** print and will have the same meaning wherever it is used in this policy.

<b>AAISL</b>	Automobile Association Insurance Services Limited.
<b>Authorised person(s)</b>	<b>You</b> or <b>your</b> employees.
<b>Depreciation</b>	For <b>tools in transit</b> over 12 months old a deduction for <b>depreciation</b> will be made for each year or part year from the date of purchase based on the following scale:  Up to 12 months old – 0% 12-24 months old – 10% 24-36 months old – 20% 36-48 months old – 30% 48-60 months old – 40% More than 60 months old – 50%
<b>Evidence of Ownership</b>	A document that proves the <b>tools in transit</b> belong to or have been hired by <b>you</b> . This could be: <ul style="list-style-type: none"><li>• An original VAT receipt, invoice, credit agreement or delivery note showing details of the <b>tools in transit</b>, amount paid, date of purchase or hire and the seller or hire company's details.</li><li>• If purchased second hand, a copy of a receipt issued at the time showing the <b>tools in transit</b>, the amount paid and evidence of payment to the seller for the amount shown on the receipt (for example a bank statement showing the transfer of funds or cash entries in your sole trader or company accounts).</li></ul>
<b>Excess</b>	£100. The amount of money <b>you</b> must pay as the first part of each and every claim.
<b>Motor Insurance Policy</b>	The <b>motor insurance policy</b> which covers <b>your motor vehicle</b> and which <b>you</b> bought this policy with.
<b>Motor Vehicle</b>	The commercial vehicle, shown in <b>your policy schedule</b> , which is insured under the <b>motor insurance policy</b> including any attached trailer.
<b>Period of Insurance</b>	The period stated in your <b>policy schedule</b> that this policy is in force for.
<b>Policy Schedule</b>	The separate document <b>AAISL</b> send <b>you</b> that includes details about <b>you</b> and what <b>you</b> are covered for.
<b>Reasonable Precautions</b>	All measures that it would be reasonable to expect a person to take in the circumstances to prevent theft of <b>your tools in transit</b> .
<b>Sum Insured</b>	The maximum amount of cover <b>we</b> will provide under this policy as shown in <b>your policy schedule</b> .

<b>Territorial Limits</b>	The United Kingdom (England, Scotland, Wales and Northern Ireland), Channel Islands and the Isle of Man.
<b>Tools in Transit</b>	Portable tools, tool kits or test equipment connected with <b>your</b> profession, owned by or hired by <b>you</b> . Consumable items (things that must be replaced regularly because they wear out or are used up and fixtures or attachments to <b>your motor vehicle</b> are not covered under this policy).
<b>Unattended</b>	Where an <b>authorised person</b> is not within sight of the <b>motor vehicle</b> and close enough that they could stop someone interfering with it.
<b>We/Us/Our/Insurer</b>	Collinson Insurance.
<b>You/Your</b>	The person named in the <b>policy schedule</b> who owns the <b>motor vehicle</b> and <b>tools in transit</b> .

## Replacement

This insurance offers replacement only and is not a replacement as new insurance policy. **We** may, at **our** discretion, financially reimburse **you** for the value of **your tools in transit** less **depreciation**, replace them with identical **tools in transit** of the same age and condition, or replace them with ones of comparable specification or the equivalent value taking into account the age and condition of the original **tools in transit**.

**Our** settlement calculations will be based on either the original purchase price or the current retail price for replacement **tools in transit** of the same or similar specification, whichever is lower. **We** will then apply the applicable **depreciation**.

## What is covered

1. Cover starts when the **tools in transit** are lifted by **you** or an **authorised person(s)** immediately prior to loading onto **your motor vehicle** and continues until it is placed in position (excluding erection, dismantling or installation) by **you** or an **authorised person(s)** at a destination including loading and unloading.
2. If your **tools in transit** are stolen, destroyed or damaged whilst in **your motor vehicle** we will pay **you** their value less **depreciation** or replace them.
3. If **your tools in transit** are stolen, destroyed or damaged during loading or unloading from **your motor vehicle** we will pay **you** their value less **depreciation** or replace them.
4. **We** will insure **your tools in transit** up to the **sum insured** which can be found on **your policy schedule**.
5. In the event of an accepted claim, **we** will either pay **you** for the value of **your tools in transit**, less **depreciation**, or provide replacement **tools in transit** at **our** discretion.
6. This cover is limited to two claims in any **period of insurance** and the total amount **we** will pay for all claims in any one **period of insurance** will not exceed the **sum insured**.
7. **Under-Insurance**  
If the **tools in transit** are worth more than the **sum insured** covered by the insurance when the incident happens, **we** will only pay part of the claim. For example, if the insurance only covers one third of the cost of replacing the tools, **we** will only pay one third of the claim.

## 8. Motor Vehicle Security Requirement

If the **motor vehicle** is **unattended**, **we** will not accept any claim for theft unless:

- a) The **tools in transit** have been concealed in a locked boot or cargo hold or other locked internal compartment and all **your motor vehicle's** windows and doors have been securely locked and fastened and the keys removed, and unattached trailers have had anti-hitching devices put into operation. Any additional security measure must also be implemented.
- b) Forcible and violent means have been used to gain access or entry to **your motor vehicle**. Evidence of this must be submitted with **your** claim.

## 9. Overnight Requirement

Between the hours of 10pm and 6am, unless **you** are undertaking work at a customer's premises and **your motor vehicle** is parked outside those premises, **your motor vehicle** must be:

- a) Parked in an area secured by a locked gate, or
- b) Parked in a locked and secure garage, or
- c) Parked in **your** off-road driveway next to **your** private home.

If these conditions cannot be met then **you** must park **your motor vehicle** in a well-lit area, on the same street as, and clearly visible from the property in which **you** are residing that night.

If **you** do not comply with the above conditions, then **we** will not accept any claim for **your tools in transit** and **you** must remove **your tools in transit** from **your motor vehicle** overnight.

## What is not covered (exclusions)

1. The **excess** payable for each claim which is £100.
2. Any **tools in transit** that you cannot give us **evidence of ownership** for.
3. **Your tools in transit** are not covered for theft or attempted theft from any **unattended motor vehicle** where the **motor vehicle** has been left **unattended** and **you** have not checked the **motor vehicle** or **your tools in transit** in it for more than 48 hours.
4. Theft, or damage of any sheet ropes, packing materials, securing chains or toggles.
5. Theft, or damage caused by **you** deliberately damaging or neglecting the **tools in transit**.
6. Damage arising from wear and tear, depreciation, deterioration, mildew, moth, vermin, manufacturer and/or latent defects, mechanical or electrical breakdown, failure unless external damage has occurred.
7. Theft of laptops and/or mobile phones and/or any other mobile communications equipment.
8. Theft of any money, securities, jewellery, or anything other than **your tools in transit**.
9. Any expense incurred as a result of not being able to use the **tools in transit** or any costs other than the repair or replacement costs of the **tools in transit**.
10. Any **tools in transit** whilst being towed on its own wheels or being driven under its own power.
11. Damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.
12. Damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup, or the actions of any lawful government or public or local authority.
13. Sonic Boom – damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
14. Any loss or damage other than the cost of replacing the **tools in transit**, arising from theft or from any other cause whatsoever.

15. Liability of whatsoever nature arising from ownership or use of the **tools in transit**, including any illness or injury resulting from it.
16. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
17. Any damage to the **motor vehicle** carrying the **tools in transit**.

### **General conditions**

1. Unless **we** have agreed otherwise with **you**, English law and the decisions of English courts will govern this insurance.
2. This insurance only covers **tools in transit** bought and used within the **territorial limits**.
3. You must provide **us** with **evidence of ownership** for any **tools in transit** you claim for. **We** will not pay for any items for which **you** cannot provide **evidence of ownership**.
4. Where your **tools in transit** are part of a set, parts of which are not stolen, damaged or destroyed in the same incident, **we** will only pay for the part that has been damaged, stolen or destroyed.
5. This insurance may only be altered, varied or premium changed by one of our authorised officials, giving **you** 30 days' notice in writing.
6. In the event of any claim, **you** are responsible for the payment of any outstanding premiums.
7. **You** cannot transfer the insurance to someone else or include any other **tools in transit** without **our** written permission.
8. **Reasonable precautions**  
**You** shall:
  - a) Only employ drivers covered under a valid **motor insurance policy** issued by an FCA or Financial Regulator authorised insurer and must take all **reasonable precautions** to prevent any loss or damage.
  - b) Take all **reasonable precautions** to prevent any loss or damage when securing loads.
  - c) Take all **reasonable precautions** to maintain **your motor vehicle** in a roadworthy condition.
  - d) Take all **reasonable precautions** to ensure that **your motor vehicle** is suitable for the purpose for which it is used.
  - e) Maintain in force a valid **motor insurance policy** to cover **your motor vehicle** carrying **tools in transit**.
9. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
10. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

## How to make a claim

**Your Tools in Transit** claim will be handled on the **insurer's** behalf by Davies Group Limited.

If you'd like to:	Web addresses & contact details:
<b>Log or discuss a claim</b>	The fastest and easiest way to submit <b>your</b> claim is online at: <a href="https://toolclaims.davies-group.com">https://toolclaims.davies-group.com</a> If <b>you</b> don't have internet access you can call <b>us</b> on: 0344 856 2275

You must notify **us** of a claim as soon as possible and within 28 days.

When submitting **your** claim, **you** will be asked to provide **us** with evidence. This may include but is not limited to:

- **Evidence of ownership.**
- A crime reference number from the police in the case of theft claims.
- Evidence of forced entry to **your motor vehicle** for theft claims.

If **you** can't provide the evidence **we** require **your** claim will not be paid.

### Cancellation by us

**We/AAISL** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address.

Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud.
- b) Non-payment of premium.
- c) Threatening and abusive behaviour.
- d) Non-compliance with policy terms and conditions.
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our/AAISL** investigations provide evidence of fraud or a serious non-disclosure, **we/AAISL** may cancel the **policy** immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us/AAISL** with incomplete or inaccurate information, which may result in **your policy** being cancelled from the date **you** originally took it out.

If **we/AAISL** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we/AAISL** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.



## Fraud

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy.
- Fails to reveal or hides a fact likely to influence the cover **we** provide.
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false.
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**, and **we/AAISL** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We/AAISL** may also take legal action against **you** and inform the appropriate authorities.

## Complaints Procedure

**We** always strive to provide excellent service. However, if **you** have a complaint, please follow these steps.

1. If **your** complaint is about the sale of **your** policy, contact **AAISL**:

- **Email:** [insurance.complaints@theAA.com](mailto:insurance.complaints@theAA.com)
- **Tel:** 0344 209 0556
- **Text Phone:** 0370 600 1303
- **Post:** AA Insurance Complaints  
Customer Solutions Team  
Q3 Quorum Business Park  
Benton Lane  
Newcastle Upon Tyne  
Tyne & Wear  
NE12 8EX

2. If **your** complaint is about a claim **you** made, contact Davies Group:

- **Email:** [customer.care@davies-group.com](mailto:customer.care@davies-group.com)
- **Tel:** 0344 856 2015

**We/AAISL** will respond to **your** complaint within four weeks of receiving it. **Our/AAISL** response will be the final decision based on the information provided. If there's a delay in the investigations, **we/AAISL** will explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you're** still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details on the next page:

## The Financial Ombudsman Service

Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR

**Telephone:** 0800 023 4567 (free for people calling from a landline) or 0300 123 9123

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Following this complaints procedure does not stop **you** from taking legal action.

## Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0207 741 4100.

## Data Protection

### How we use the information about you

As a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to:

- Meet **our** contractual obligations to **you**.
- Issue **you** this insurance policy.
- Deal with any claims or requests for assistance that **you** may have.
- Service **your** policy (including claims and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect **our** legitimate interests.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

**We** will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting <https://cifas.org.uk/fpn> and <https://insurancefraudbureau.org/privacy-policy>.

## Processing your data

**You** data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with **us**.
- Is in the public or **your** vital interest: or
- For **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

## How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **your** personal information during the **period of insurance** and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

**We** also have security measures in place in **our** offices to protect the information that **you** have given **us**.

## How you can access your information and correct anything which is wrong

**You** have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information, please contact **us** by email or letter as shown below:

**Email Address:** data.protection@collinsongroup.com

**Postal Address:** 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

**We** want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints Manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>.



## Breakdown Cover

If you have Breakdown Cover as additional cover with your van insurance policy, the following section applies. Please refer to your 'Your van insurance cover and price' document to check the additional cover you have.



# Breakdown Cover

This section includes everything you need to know about Breakdown Cover. Check your 'Your van insurance cover and price' document to see if this cover is included.

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

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

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

## Demands and Needs

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

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

Your 'Your van insurance cover and price' document will show the option you have selected based on your personal circumstances. Please check to ensure that the cover you have chosen continues to meet your needs. The 3 options are comprised of the cover levels detailed in the table below.

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



## AA company details

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

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

## Useful contact information



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

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

Information is available in large print, audio and Braille on request. Please call 0330 053 0460 for details. Text Phone users can contact us using Next Generation Texting by prefixing any of our numbers with 18001.

## Part 1: Your contract with Automobile Association Developments Limited Your Breakdown Cover Policy in full – If you require Breakdown Assistance

### Where cover is available:

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

### How to contact The AA:

If you have broken down and require assistance, please contact The AA on 0333 004 6046. It is important that you contact The AA because if you contact a garage direct you will have to settle the bill and The AA will not be obliged to reimburse you.

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

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

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

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

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

## Definition of words and phrases used in this Policy

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

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

# About Breakdown Cover

## Duration and Extent of Cover

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

## Service Control – Call-out Limits

Each Breakdown Cover policy is limited to 3 call-outs per **Policy Year**. Service Control is designed to help keep **Your** policy affordable by making sure that high use by a minority of **Policyholders** is avoided.

## Fees for additional call-outs during the Policy Year

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

## Vehicle eligibility

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

### Maximum Vehicle Weight:

5 tonnes (3,500kg) gross vehicle weight

### Maximum Vehicle Width:

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

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

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

- a) Breakdown Cover is only available for a vehicle:
  - (i) which has been registered with The **AA** at the time assistance is requested; and
  - (ii) which is a UK vehicle registered with the DVLA;

It is possible to change the vehicle registered under **Your** Breakdown Cover during the **Policy Year**. Service will not be available for the new vehicle until 24 hours after The **AA** receives notification of the vehicle change.

## Breakdown Cover

Breakdown Cover is only available as vehicle cover, for a registered (eligible) vehicle. The following services are available as part of **Your** Breakdown Cover. The level of cover **You** have is detailed within **Your** ‘Your van insurance cover and price’ document.

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

## Roadside

What is covered	What is not covered
<ul style="list-style-type: none"> <li>✓ Roadside is available if <b>Your</b> vehicle is stranded on the highway more than a ¼ mile away from the <b>Policyholders’ Home Address</b> following a <b>Breakdown</b>.</li> <li>✓ We’ll cover the cost of parts that cost less than £5 based on our retail prices. For parts to be provided in the exceptions mentioned above they must be carried by us or our appointed agent at the time.</li> <li>✓ Roadside is available from the start date of <b>Your</b> policy as stated in the ‘Your van insurance cover and price’ document.</li> <li>✓ If, following a <b>Breakdown</b>, The <b>AA</b> or its appointed agent cannot fix <b>Your</b> vehicle, it, together with the driver and up to a maximum of seven passengers, will be taken to The <b>AA</b>’s choice of local repairer or to a local destination of <b>Your</b> choice, provided it is no further than the distance to The <b>AA</b>’s chosen repairer.</li> </ul>	<ul style="list-style-type: none"> <li>✗ Fuel and parts (over and above what is specified in the ‘What is covered’ section of this table),</li> <li>✗ Oil;</li> <li>✗ Keys;</li> <li>✗ Other materials required to repair <b>Your Vehicle</b>;</li> </ul>

### What is covered

- ✓ The **AA** will make a telephone call at **Your** request following a **Breakdown**
- ✓ Any contract for repair, other than repairs carried out by The **AA** or its agent under **Your** Breakdown Cover Policy, is between the person requesting the repair and the repairer – it is not The **AA**'s responsibility to instruct the repairer to undertake any work required or to pay them for it. The **AA** does not guarantee that any recovery to a local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst The **AA** will endeavour to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed, and The **AA** does not provide any assurance or warranty with respect to any work carried out at **Your** request by any third-party repairer.

### What is not covered

- ✗ Any supplier delivery service or call-out charges related to these items, and
- ✗ The provision of service on private property without the relevant permission;
- ✗ Storage costs. We may be entitled to sell your Vehicle if you don't pay pre-agreed fees or collect the Vehicle when we ask you to (and we've given you at least 30 days' notice)
- ✗ Any transport or other costs that **You** might incur or any incidental expenses that may arise during a recovery. The **AA** cannot accept any costs for passengers who do not accompany **Your** vehicle while it is being recovered;
- ✗ Routine maintenance and running repairs for example but not limited to radios, interior light bulbs, heated rear windows;
- ✗ Assistance following a **Breakdown** or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party; the cost of this must be met by you;
- ✗ A second or subsequent recovery, after your vehicle has been recovered following a breakdown;
- ✗ All things excluded under General terms and conditions

## At Home

### What is covered

- ✓ At Home provides **Breakdown** cover at the registered home address and surrounding  $\frac{1}{4}$  of a mile

### What is not covered

- ✗ All things excluded under 'Roadside' 'What is not covered'



# National Recovery

What is covered	What is not covered
<ul style="list-style-type: none"><li>✓ National Recovery is available from the start date of <b>Your</b> policy as stated in the 'Your van insurance cover and price' document (if <b>You</b> have chosen to purchase this cover level).</li><li>✓ National Recovery is available when The <b>AA</b> provides Roadside assistance and cannot repair <b>Your Vehicle</b> at the roadside</li><li>✓ National Recovery provides recovery of <b>Your Vehicle</b>, together with the driver and up to a maximum of seven passengers to any single destination of <b>Your</b> choice in the UK</li><li>✓ National Recovery should not be used as a way of avoiding repair costs</li><li>✓ We may offer a local same day repair in place of a recovery where it is appropriate and more efficient to do so.</li></ul>	<ul style="list-style-type: none"><li>✗ Recovery in cases of mis-fuelling. In such cases services will be restricted to a local tow provided under <b>Your</b> Roadside cover;</li><li>✗ All things excluded under 'Roadside' 'What is not covered'</li><li>✗ A second or subsequent recovery in relation to the same Breakdown event, after your Vehicle has been recovered by us. For example, if the location that you originally asked us to take you to is closed or inaccessible and you later ask us to recover you to that location, the second recovery will be chargeable.</li><li>✗ We are unable to provide a recovery for tyre-related breakdowns. In cases where a spare tyre is not available, breakdown assistance will be limited to a local tow.</li></ul>

## General terms and conditions

### General exclusions

1. Breakdown Cover does not provide for:

**a) Any vehicle servicing or re-assembly**

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

**b) Garage labour costs, that is**

the cost of garage or other labour required to repair **Your Vehicle**, other than labour provided by The **AA** or its agents at the scene of the **Breakdown**;

**c) Fuel draining, that is**

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

**d) Failure to carry a serviceable spare, that is**

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

**e) Having Your Vehicle stored or guarded in Your absence**

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

**f) Service to Vehicles on private property unless relevant permission is given, that is**

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

**g) Excess passengers, that is**

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

**h) Ferry, toll charges**

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

**i) Trade transportation, that is**

the recovery of any vehicles bearing trade plates or which The **AA** has reason to believe has just been imported or purchased at auction;

**j) Transporting from trade premises, that is**

the transportation of immobilised vehicles where The **AA** considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;

**k) Locksmiths, tyre, glass or bodywork specialists costs, that is**

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

**l) Specialist lifting equipment, that is**

the cost of any specialist lifting equipment (not normally carried by **AA** mechanics), if this is, in the view of The **AA**, required to provide assistance e.g., when a vehicle has left the highway, is standing on soft ground or is stuck in snow or floodwater. In these instances, The **AA** will arrange recovery but at **Your** cost. Once the vehicle has been recovered to a suitable location, normal **AA** service will be provided;

**m) Transporting animals, that is**

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

**n) Participation in sporting events, that is**

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

**o) Malicious damage or Vandalism:** we cannot provide help if your Vehicle cannot be driven due to malicious damage or vandalism. We can arrange recovery but you will need to pay for this (and claim it back from your motor insurer).

**p) Locking Wheel Nut Key:** if you do not have the locking wheel nut key for your vehicle, we may be unable to assist you, or may need to charge an additional fee to remove the locking wheel nuts.

Please check your vehicle manual for more information on how to locate your locking wheel nut key.

**q)** We won't be responsible for any losses related to any business interests You or a member of might have following a breakdown, including things like lost data, missed profits, or business interruptions. This includes lost contracts, stock, revenue, or anticipated savings.

**r) Tyre related breakdowns:** AA Patrols and agents are unable to permanently repair or provide new tyres at the roadside. For tyre-related issues where a spare tyre is not available, we will be able to offer a temporary repair, arrange for a local recovery, or refer you to a tyre fitter.

### **Sale of Vehicle**

If you don't pay pre-agreed fees or collect the Vehicle within 14 days of us asking you to, then we (or the garage) may sell or otherwise dispose of it (including any contents), but only if we give you at least 30 days' further written notice of our intention to do so. If we're entitled to sell or dispose of the Vehicle, then we may do so in whatever manner we consider to be reasonably practical. If the proceeds from the sale or disposal exceed what you owe us, we'll pay you the excess after deducting reasonable storage charges and sale/disposal costs. If the proceeds don't cover what you owe us, then you must pay us those outstanding amounts (including reasonable storage charges and sale/disposal costs).

### **General rights to refuse service**

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

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

**a) Repeat breakdowns within 28 days, that is**

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

**b) Unattended vehicles, that is**

where **You** are not with **Your Vehicle** at the time of the **Breakdown** and **You** are unable to be present at the time that assistance arrives;

**c) Unsafe, unroadworthy, unlawful vehicles, that is**

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

**d) Assisting where unsafe or unlawful activities, that is**

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

**e) Delay in reporting, that is**

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

**f) We cannot verify Your policy, that is**

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

**g) Unreasonable behaviour, that is**

where The **AA** reasonably considers, on reasonable grounds, that **You**:

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

**h) The recovery of unaccompanied children, that is**

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

- i) Failure to maintain Vehicle in good and safe condition. Including, but not limited to, failure to seek a permanent repair following any temporary repair carried out by us, or due to a lack of routine servicing or maintenance (in line with manufacturer guidelines), or continued failure to maintain fuel or charge in **Your Vehicle**.

## **Additional services**

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

## **Use of agents**

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

## **Requests for assistance**

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

## **Emergency nature of breakdown service**

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

## **Changes to terms and conditions**

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

## **Changes to Your Personal Details**

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

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

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

## **Matters outside The AA's reasonable control**

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



necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, **Theft**, malicious damage, strike, lock out or industrial action of any kind.

### **Exclusion of liability for loss of profit etc**

10. The **AA** shall not, in any event, and to the extent permitted by law, have any responsibility for
- a) any increased costs or expenses; or
  - b) any loss of:
    - (i) profit; or
    - (ii) business; or
    - (iii) contracts; or
    - (iv) revenue; or
    - (v) anticipated savings; or
  - c) for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise.

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

### **Enforcement of terms and conditions**

11. Failure to enforce or non-reliance on any of these terms and conditions by The **AA** will not prevent The **AA** from subsequently relying on or enforcing them.
12. None of the terms and conditions, or benefits, of the Breakdown Cover policy are enforceable by anyone else other than the **Policyholder**. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

### **Use of headings**

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

### **Interpretation: use of English law and language**

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

### **Fraudulent Applications**

15. If **We** discover that **You**, or anyone acting for **You** has knowingly:
- made a fraudulent or false application
  - misrepresented any answers to **Our** questions or withheld any relevant information in order to influence The **AA**
  - provided false or invalid documents in support application; or
  - following an allegation or suggestion of fraud by The **AA**, or any other 3rd Party Business **Partner**, withdrawn an application, had an application refused or declined or had a policy cancelled or made void

**We may:**

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

## **Part 2: Breakdown Cover policy arrangement and administration contract – your contract with AAISL**

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

### **1. Who regulates AAISL?**

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

### **2. Which companies does AAISL deal with?**

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

### **3. What services does AAISL provide?**

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

- Providing information about Breakdown Cover on offer: **AAISL** will provide **You** with information on Breakdown Cover available from AA Breakdown Services.
- Arranging Breakdown Cover. Once **You** decide what cover **You** require, **AAISL** will arrange this for **You** with AA Breakdown Services), dealing with payment and issuing the relevant policy documentation.
- Administering Breakdown Cover: After arranging Breakdown Cover **AAISL** will administer it on **Your** behalf, including supplying replacement policy documentation, keeping **Your** policy records up to date, dealing with enquiries; making changes to payment methods, renewing

**Your** cover (including Autorenewal) and cancelling **Your** cover (including refunds of premium on behalf of AA Breakdown Services).

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

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

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

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

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

- a) If The **AA** refund fees in the circumstances set out in Clause 2f in the Breakdown Cover General terms and conditions;
- b) If **You** cancel in circumstances set out in Clause 7 in the Breakdown Cover General terms and conditions;

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

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

#### **5. Changes to Arrangement and Administration contract**

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

#### **6. Matters outside AAISL's reasonable control**

**AAISL** shall not be liable for service failures where it is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside **AAISL**'s reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of **Terrorism**, acts of government or authority (including the refusal or revocation of any licence or consent), **Fire** subsidence, explosion, flood, snow, fog or other bad weather conditions, roads that are not reasonably accessible by The **AA**, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default or suppliers or sub-contractors, **Theft**, malicious damage, strike, lock out or industrial action of any kind.

## 7. Exclusion of liability for loss of profit etc

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

- a) any increased costs or expenses; or
- b) any loss of:
  - (i) profit; or
  - (ii) business; or
  - (iii) contracts; or
  - (iv) revenue; or
  - (v) anticipated savings; or
- c) for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise.

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

## 8. Third parties

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

## 9. Interpretation: use of English law and language

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

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

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

## 11. Use of headings

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

## To make a complaint

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

- **Email:** [customer.solutions@theAA.com](mailto:customer.solutions@theAA.com)
- **Phone:** 0344 209 0556  
0161 333 5910
- **Post:** Customer Care  
The AA, Park Square  
Bird Hall Lane  
Cheadle Heath  
Stockport  
SK3 0XN

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

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

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

If are you 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.



**AA** *Always  
Ahead*