

# AA Motor Accident Plan Policy Wording

## **Welcome to AA Insurance Services Limited**

A warm welcome and thank you for choosing to buy this AA Motor Accident Plan. Our aim at AA Insurance Services Limited (AAISL) is to combine value for money with peace of mind. The following information includes everything you need to know about your AA Motor Accident Plan. Alternatively, you can always contact our experienced customer services agents who are there to help you. If you have any questions about your policy, please call us on 0344 412 4684. If you are unfortunate enough to have need to use this policy, call 0370 241 4539 where experienced claims staff will be there to guide and assist you through every step of the claims process.

## **Who regulates us?**

Automobile Association Insurance Services Limited (We) is an insurance intermediary which is authorised and regulated by the Financial Conduct Authority, registration number 310562. You can check this on The Financial Services Register by visiting their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting 0800 111 6768. Automobile Association Insurance Services Limited, registered office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA, England and Wales. Company registration number 2414212.

## **What services do we provide?**

We may ask you some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed. You will not receive advice or a recommendation from us.

## **What will you pay for our services?**

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

## **Would I receive compensation if West Bay Insurance Plc. were unable to pay a claim?**

The insurer of AA Motor Accident Plan is West Bay Insurance Plc. who are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if West Bay Insurance Plc. cannot meet its obligations. This would depend on the type of business, and your claim. For insurance you are covered for 90% of the claim, without any upper limit. For compulsory insurance (e.g. third-party motor) the claim is covered in full, without any upper limit.

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

## **Demands and Needs**

This policy meets the demands and needs of customers who require a cash payment if they are injured following an accident in their car or in someone else's car or if they require a cash payment for every day spent in hospital following an accident in their car or in someone else's car.

## **Renewing Your cover**

Each year we'll send you your renewal terms. These may include renewing to a different insurer if the Underwriter of new policies of AA Motor Accident Plan insurance has changed during the year. If you do not wish your policy to renew, please call our customer services team on 0344 412 4622.

## **AA Motor Accident Plan Definitions**

Certain words and expressions used in this **Policy** have a specific meaning. To help identify these **We** have printed them in **bold and italics** throughout.

### **AAISL / AA Insurance**

Automobile Association Insurance Services Limited.

### **AA Car Insurance Policy**

The motor insurance arranged by **AA Insurance** (which is taken out by **You** to cover a private car).

### **Accident / Accidental**

A sudden and unforeseen event which occurs after the **Policy** start date (including as a result of sickness or disease whilst driving an **Insured Private Car** in respect of death only).

### **Assault**

Shall mean a sudden, unexpected attack by a third party with deliberate intent to cause **Bodily Injury** at an identifiable time and place in connection with a road incident within the **Territorial Limits**.

### **Benefit(s)**

The amount shown in the Table of Benefits.

### **Bodily Injury**

Any injury which is caused by **Accidental** means or following **Assault**, and which within 104 weeks from the date of the **Accident** or **Assault** shall, solely and independently of any other cause, result in the **Insured Person** suffering Death, **Loss of Limb(s)**, **Loss of Eye(s)**, **Loss of Hearing**, **Loss of Speech**, **Permanent Total Disablement**, Total Organic Paralysis, Total Loss of Intellectual Capacity, Total loss of use of Spinal Column, **Loss (in relation to Hands, Feet, Thumbs, Fingers, Toes and Internal Organs)**, **Fractured bones**, **Facial scarring**, **Third degree burns**, **Hospitalisation** or requiring **Physiotherapy** or **Counselling**.

### **Certificate of Motor Insurance**

The **Policyholder's AA Car Insurance Policy** certificate confirming the vehicle and drivers insured, excesses, endorsements and limitations to the insurance, and the start and end date of the insurance.

### **Counselling**

Shall mean the reimbursement of the cost of session(s) with a qualified counsellor for stress or trauma caused by an **Accident** or **Assault** if referred by a **Registered Physician**.

### **Effective Time**

- Whilst travelling in, getting into or out of an **Insured Private Car**, which is being driven by the **Policyholder** or any drivers insured under the **AA Car Insurance Policy**.
- Whilst working on an **Insured Private Car** or
- Whilst in or around the **Insured Private Car** dealing with a road incident immediately after a road incident has occurred.
- The **Policyholder** only is also covered whilst travelling in, getting into or out of any other insured private car within the UK.

### **Facial scarring**

Means permanent scarring to the face, provided the scarring affects an area of one square centimetre or more or is of at least two centimetres in length.

### **Fractured Bones**

Means a complete break in the full thickness of the bone.

**Group One** – Pelvis, arm, leg, skull, vertebrae, jaw, knee, hand, or facial bones excluding nose.

**Group Two** - Foot, shoulder blade, elbow, sternum, wrist, ankle, collar bone or coccyx.

**Group Three** - Any other body part (including nose).

### **Hospital**

Shall mean any establishment which meets all of the following conditions; Operates primarily for the reception care and treatment of injured or ill people as **In-Patients**.

- Provides nursing services by registered or graduate nurses 24 hours a day.
- Has at least one **Registered Physician** in attendance 24 hours a day.
- Has permanent facilities for medical diagnosis, treatment and major surgery.
- Holds a licence to operate as a **Hospital** where licensing is required.

### **Hospital Stay and Temporarily Disabling Injury Benefit**

Shall mean the amount shown per day in the Table of Benefits. This is payable for the first period of **Hospitalisation** of between 6 and 24 hours and for each full day thereafter of **Hospitalisation** or during which a **Bodily Injury** prevents an **Insured Person** from working or carrying out daily activities as confirmed by a **Registered Physician**, up to a maximum of 180 days. Durations of less than 6 hours of **Hospitalisation** will not be eligible for payment.

### **Hospitalisation**

Shall mean the admission of an **Insured Person** into a **Hospital** for treatment as an **In-Patient** on the advice of and under the regular care and attendance of a **Registered Physician**.

### **In-patient**

Shall mean any **Insured Person** who has been admitted to a **Hospital** and for whom a case record has been opened.

### **Insured Person(s)**

The **Policyholder**, drivers insured under the **AA Car Insurance Policy** and any passengers.

### **Insured Private Car**

Any private car covered by the **AA Car Insurance Policy**.

### **Loss of Eye(s)**

Shall mean the permanent and total loss of sight, which shall be considered as having occurred:

- (a) in both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

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(b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the **Insured Persons** see at 3 feet what they should see at 60 feet).

## Loss of Hearing

Total, permanent and irrecoverable **Loss of Hearing**.

## Loss of Limb(s)

Shall mean the permanent and complete **Loss of a Limb or Limbs** by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs.

## Loss of Speech

Total, permanent and irrecoverable **Loss of Speech**.

## Loss (in relation to Hands, Feet, Thumbs, Fingers, Toes and Internal Organs)

Shall mean the permanent and complete loss by physical separation or the permanent and complete loss of use.

**Finger(s)** - A **Finger** of a **Hand**

**Foot (Feet)** - All the **Toes** of a **Foot**

**Hand(s)** - All the **Fingers** and the **Thumb** of a **Hand**

**Internal Organs Group One** - Lung, Kidney(s), Liver, Large Intestine, Small Intestine, Stomach and Bladder

**Internal Organs Group Two** - Spleen, Gallbladder and Pancreas

**Thumb(s)** - The **Thumb** or **Thumbs**

**Toe(s)** - A **Toe** of the **Foot**

## Period of Cover

As defined on the **Certificate of Motor Insurance**. Not to exceed 12 months from the **Policy** start date.

## Permanent Total Disablement

Shall mean disablement caused other than by **Loss of Limb, Eye, Hearing or Speech**, which has lasted for 52 consecutive weeks and will in all probability prevent the **Insured Person** from engaging in gainful employment of any and every kind for the remainder of their life.

## Physiotherapy

Shall mean the reimbursement of costs for treatment by a registered physiotherapist for **Bodily Injury**, including whiplash, for up to 5 sessions, of up to £150 each.

## Policy

Shall mean this AA Motor Accident Plan **Policy** of insurance.

## Policyholder / You / Your AA Insurance

Customer who has paid or agreed to pay the required premium and is noted on the **Certificate of Motor Insurance**.

## Registered Physician

Means a medical practitioner with medical qualifications accepted by the General Medical Council and who is registered by that body.

## Territorial Limits

As specified in **Your AA Car Insurance Policy**.

## Third degree burns

Shall mean a full thickness burn or burns (third degree) covering more than 10% of the body surface.

## Underwriters

Shall mean West Bay Insurance Plc. (FCA No. 211787) who is licensed and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme. West Bay Insurance Plc. is registered in Gibraltar under company number 84085 and their registered office is situated at 846-848, Europort, Gibraltar. This can be checked on the Financial Services register by visiting the FCA's website at [www.fsa.gov.uk/register/firmSearchForm.do](http://www.fsa.gov.uk/register/firmSearchForm.do) or [www.fca.org.uk/register](http://www.fca.org.uk/register) which includes a register of all the firms they regulate, or by contacting them on 0800 111 6768.

## We / Us / Our

Shall mean **Automobile Association Insurance Services Limited**.

## Your contract of insurance

This **Policy** wording constitutes the legally binding contract of insurance between the **Policyholder** and the **Underwriters**.

Insurance has been effected between West Bay Insurance Plc. and **You** the **Policyholder**. The **Underwriters** have agreed to insure **You** subject to the terms, conditions and exclusions contained in this **Policy** wording against such liability loss

or damage that may occur during any period of insurance for which **You** have paid or agreed to pay the premium.

## AA Motor Accident Plan

### What is covered?

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

### Table of Benefits

<b>Bodily Injury</b>	<b>Policyholder Amount Payable</b>	<b>Other Insured Persons Amount Payable</b>
1. <b>Accidental</b> death	£100,000	£60,000
2. <b>Loss of Limb or Limbs</b>	£100,000	£60,000
3. <b>Loss of Eye or Eyes</b>	£100,000	£60,000
4. <b>Loss of Hearing</b>	£100,000	£60,000
5. <b>Loss of Speech</b>	£100,000	£60,000
6. <b>Permanent Total Disablement</b>	£100,000	£60,000
7. Total organic paralysis	£100,000	£60,000
8. Total loss of intellectual capacity	£100,000	£60,000
9. Total loss of use of Spinal column	£30,000	£20,000
10. <b>Loss of or loss of use of</b>		
One <b>Hand</b> or one <b>Foot</b>	£30,000	£20,000
A <b>Thumb</b>	£15,000	£10,000
A <b>Finger</b>	£6,000	£4,000
A big <b>Toe</b>	£15,000	£10,000
Any other <b>Toe</b>	£1,500	£1,000
<b>Internal Organs Group One</b>	£15,000	£10,000
<b>Internal Organs Group Two</b>	£7,500	£5,000
11. <b>Fractured Bones</b>		
<b>Group One</b>	£1,500	£1,000
<b>Group Two</b>	£750	£500
<b>Group Three</b>	£300	£200
12. <b>Facial Scarring</b>	£1,500	£1,000
13. <b>Third Degree Burns</b>	£7,500	£5,000
14. <b>Physiotherapy</b>	£750	£750
15. <b>Counselling</b>	£250	£250
16. <b>Hospital Stay and Temporarily Disabling Injury Benefit *</b>	£60	£40

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

### Payment of Benefits

- If payment is due under more than one item 1 to 15 above as a result of any one **Accident** for each **Insured Person** the total amount payable shall be calculated by adding together the amounts due under each item subject to a maximum payment of £100,000 (for the **Policyholder**) and £60,000 (for any other **Insured Persons**). Any payment made under item 16 will be in addition to any payment due under items 1 to 15.
- Therefore the maximum amount payable per **Accident** shall be limited to an amount equivalent to:
  - £100,000, plus
  - £60,000 multiplied by the number of passenger seats in the **Insured Private Car**, Plus  
The total number of seats in the **Insured Private Car** multiplied by the maximum **Hospital Stay and Temporarily Disabling Injury Benefit** for each **Insured Person**
- In the event that the number of **Insured Private Car** occupants at the time of an **Accident** exceeds the number of occupants the **Insured Private Car** is designed to carry and the sum of the individual amounts exceeds the maximum amount payable per **Accident**, all individual payment amounts shall be reduced proportionally so that in total they equal the maximum amount payable per **Accident** defined above.
- If an **Insured Person** is under 16 years of age, **Benefit 1 - Accidental** Death, will be £7,500.

### Making a claim

When an **Accident** occurs and **You** need to make a claim under this **Policy** **You** must:

- First check **Your Policy** carefully to make sure that **Your** claim is valid. Remember to check the general exclusions which apply to **Your** Motor Accident Plan.
- Then phone **0370 241 4539**.
- **You** will then be contacted in writing for further information relating to **Your** claim. **You** will be required to respond to the **Underwriters** in writing as soon as reasonably possible. The **Underwriters** shall be allowed, at its own expense and upon 30 days notice to **You**, to have a medical examination of the **Insured Person**. If any claim submitted under this **Policy** is deemed to be in any respect false or fraudulent, the **Underwriters** shall be under no liability to make any payment in respect of such a claim.

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## Automatic Renewal

If **You're** paying through **Our** instalment account over 12 months, and have agreed to allow **Us** to automatically renew **Your Policy** each year, at the end of each 12 month period **We** will write to confirm if **We** can automatically renew **Your** cover. If **We** are able to do this, unless **We** hear from **You** and as long as **Your AA Car Insurance Policy** is also being renewed, **Your** cover will automatically be renewed. **We** will send **You** an important notice of any changes that apply to **Your Policy** wording.

**We** will advise **You** of the premium and the new monthly instalments that **You** will have to pay and any changes to cover will take effect at renewal.

If **You** are paying by credit card and have agreed to allow **Us** to collect the renewal premium automatically each year, then unless **We** hear from **You**, and as long as **Your AA Car Insurance Policy** is also being renewed, **We** will renew **Your** cover automatically at the end of the 12-month period. Prior to doing this **We** will send a written reminder of the premium that **You** will have to pay and an important notice of any changes that apply to **Your Policy** wording.

If **You** wish to stop **Your Policy** from automatically renewing, please contact **Us** to let **Us** know.

**You** can contact **Us** by:

Online: [www.theaa.com/stop-auto-renew](http://www.theaa.com/stop-auto-renew)  
Phone: 0344 412 4622  
Post: AA Insurance Services Limited,  
Q3 Quorum Business Park,  
Newcastle Upon Tyne,  
NE12 8EX

## Conditions

### 1. Applicable Contract Law

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

### 2. Interest

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

### 3. Interpretation

Any word or expression to which specific meaning has been attached shall bear the same meaning wherever it appears. All Certificates of Cover are issued under the Terms, Definitions, Provisions, Exclusions and Conditions of this **Policy**.

### 4. Exclusions

The **Underwriters** shall not be liable in respect of any claim:

#### 4.1 Directly or indirectly resulting from:

- 4.1.1 War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power and any act of terrorism.
- 4.1.2 The **Insured Person** committing, or attempting to commit suicide or intentional self-injury.
- 4.1.3 Motor racing, rallies, competitions, speed tests or the like.
- 4.1.4 The **Insured Person** being under the influence of, or being affected by alcohol or drugs, other than drugs taken under the direction of a qualified medical practitioner.
- 4.1.5 Sickness or disease (not resulting from **Accidental Bodily Injury**), any naturally occurring condition or degenerative process or any gradual decline in physical health.
- 4.1.6 The **Insured Person** being admitted to any of the following; a mental institution, an establishment primarily for the treatment of psychiatric conditions, drug addiction or alcoholism, the psychiatric unit of any **Hospital** or nursing home, rest or convalescence home.

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

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

### 5. Cancellation

Procedures are explained below dependent on who invokes cancellation. Please note that if **You** cancel **Your AA Car Insurance Policy** as defined above or it is cancelled by **AAISL** or the **Underwriters** of **Your AA Car Insurance Policy** for any reason then **Your AA Motor Accident Plan** shall automatically be cancelled on the same date. In all cases the **Certificate of Motor Insurance** must be returned to **AAISL**.

#### a) **You**

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

**You** will, for a period of 14 days from the date **You** receive the **Policy** documentation or the start date of the **Policy** (whichever is later), have a right to cancel this **Policy** and receive a refund of the premium paid. Such refund will be subject to a charge for the **Period of Cover** **You** have received. Where cover has not commenced prior to the end of this 14 day period, **You** will be entitled to a full refund.

No refund will be allowed if a claim has been made or has arisen under this insurance.

Beyond the 14 day period, **You** may cancel this **Policy** at any time but no refund will be provided to **You**. If **You** have chosen to pay **Your** annual premium by instalments **You** must continue to pay **Your** monthly direct debit.

#### b) **AAISL (Instalment Defaults)**

If **You** are paying for **Your AA Car Insurance Policy** and AA Motor Accident Plan **Policy** by instalments **You** irrevocably authorise **AAISL**, as **Your** agent, at **AAISLs** discretion to cancel both **Your AA Car Insurance Policy** and **Your** AA Motor Accident Plan **Policy** following and in accordance with any default notice sent to **You**. **You** also irrevocably authorise **AAISL** to receive any refund of premium due on **Your AA Car Insurance Policy** (AA Motor Accident Plan **Policy** premium being non-refundable) and apply it to pay or reduce any sums owed to **AAISL** including commission (up to a maximum of £75) paid by the **Insurer** to **AAISL** in relation to these and any outstanding premium due on this AA Motor Accident Plan **Policy**. Please see the terms and conditions of **Your AA Car Insurance Policy** for details as to the circumstances in which a refund may be payable on that policy

If **Your** AA Motor Accident Plan **Policy** is cancelled under this paragraph (b), as per paragraph (a) no refund of premium on this AA Motor Accident Plan **Policy** will be due and you will still owe **AAISL** any policy premium for this AA Motor Accident Plan **Policy** which remains unpaid. You must therefore pay the sum **You** owe to **AAISL** contained in the default notice in full.

#### c) **The Underwriters or AAISL (excluding instalment default cancellations)**

**The Underwriters or AAISL** may cancel this insurance by sending at least seven days written notice to **Your** last known address. A full pro rata premium refund will be allowed from the date of cancellation, no deduction will be made for commission and a refund will be allowed regardless of whether a claim has been made under the **Policy**.

#### **The Contracts (Rights of Third Parties) Act 1999**

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

## Contact Information

### Renewal helpline

**You** can contact **Us** by:

Phone: 0344 412 4622  
Post: AA Insurance Services Limited,  
Q3 Quorum Business Park,  
Newcastle Upon Tyne,  
NE12 8EX

### Customer services feedback

0330 053 1056 - Please talk to **Us**

**We'd** like to know what **You** think about the service **We** give **You**. Please let **Us** know if **You** have any suggestions or feedback for **Us**.

### Customer services helpline

0344 412 4684 - For help or to ask any questions. **We'll** be happy to explain any part of this **Policy** or make changes to **Your** personal details.

8am - 7pm Monday to Friday

9am - 5pm Saturday

Please remember, **You'll** need the policy number each time **You** contact **Us**.

# AA Motor Accident Plan Policy Wording

## ***If You need to complain***

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

a) There are several ways **You** can contact **Us**:

Phone: 0344 209 0556  
Email: [insurance.complaints@theaa.com](mailto:insurance.complaints@theaa.com)  
Post: AA Insurance Complaints,  
Customer Solutions Team,  
Q3 Quorum Business Park,  
Newcastle Upon Tyne,  
NE12 8EX

**We** will either acknowledge **Your** complaint within 5 working days of receipt, or offer **You** **Our** final response if **We** have concluded **Our** investigations within this period.

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

If **You** remain unhappy with **Our** final response, or **We** have not managed to provide a final response within 8 weeks of **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service for help and advice.

b) There are several ways **You** can contact them:

Phone: 0800 0234 567 or 0300 1239 123  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Post: Insurance Division, The Financial Ombudsman Service,  
Exchange Tower,  
London E14 9SR

This complaints procedure does not affect **Your** statutory rights.

## ***Use of personal information***

Please refer to the wording under **Your AA Car Insurance policy** booklet for information on the use of **Your** personal data.