

**AA**

**Welcome to the AA**

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**Terms of Business**

## Who are AA Ireland?

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AA Ireland are one of Ireland's largest personal insurance intermediaries. We are committed to providing a high quality service and safeguarding the interest of our customers.

AA Ireland Limited trading as AA Insurance are part of the AA group of companies. A list of the companies within the AA group can be obtained from The Secretary, AA Ireland Ltd, 20-21 South William Street, Dublin 2, D02 XE77.

In this document we refer to AA Ireland Limited in several ways. We sometimes say 'AA Ireland', 'AA Insurance', 'we', 'our' and 'us'. All communication you receive from us will be in English and the laws of Ireland will apply to your policy and the Irish Courts will have jurisdiction.

## Who are AA Ireland regulated and authorised by?

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- ✓ AA Ireland Limited T/A AA Insurance hereafter known as "AA Ireland".
- ✓ AA Ireland is subject to the Consumer Protection Code 2012, which offers protection to consumers. The Consumer Protection Code can be found on the Central Bank's website, [www.centralbank.ie](http://www.centralbank.ie).
- ✓ AA Ireland is authorised as an intermediary under the European Union (Insurance Distribution) Regulations 2018 and this can be verified by the Insurance Distribution Register, which is available on [www.centralbank.ie](http://www.centralbank.ie).

## What is this document?

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This document outlines important information about how AA Ireland conduct business. By proceeding with your policy through AA Ireland you agree to the Terms of Business set out herein. If there is anything you are unsure of, do not hesitate to contact us.

## What services do AA Ireland offer?

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Where AA Ireland provides services on a limited/fair analysis of the market we aim to check with our panel of providers to provide you with the most suitable product based on your requirements.

Please note the Insurer of your policy does not provide advice about the sale of this product. For any advice or information, please contact AAI.

To contact us about any of the below products call us on 0818 227 228.

## AA Insurance

Services Provided	Basis on which AA Insurance Provide Service	Number of Providers
Car Insurance	Limited Analysis	8 - AXA Insurance DAC, Allianz p.l.c, Aviva Insurance Ireland DAC, RSA Insurance Ireland DAC, Liberty Insurance, Zurich Insurance p.l.c, KennCo Insurance Ltd and Arch Insurance DAC
Light Commercial Vehicle	Fair Analysis	9 - AXA Insurance DAC, Allianz p.l.c, RSA Insurance DAC, Wrightway Underwriting Ltd, Zurich Insurance plc, ARB Underwriting Limited, Aviva Insurance Ireland DAC, Ornella Underwriting and Liberty Insurance
Home Insurance	Limited Analysis	4 - RSA Insurance Ireland DAC, Aviva DAC, Liberty Insurance, Allianz p.l.c
Travel Insurance	Tied	1 - Inter Partner Assistance SA
Home Membership	Tied	1 - Inter Partner Assistance SA
Emergency Home Rescue	Tied	1 - Inter Partner Assistance SA
European Breakdown Cover	Tied	1 - Inter Partner Assistance SA
Key Insurance	Tied	1 - Keycare Ireland
Life Insurance	Limited Analysis	2 - Aviva Life & Pensions Ireland DAC, Royal London Insurance DAC
Breakdown Assistance	Tied	1. Elements of the Rescue Plus benefit within AA Membership are provided by Inter Partner Assistance S.A.

AA Insurance		
Services Provided	Basis on which AA Insurance Provide Service	Number of Providers
Drivers Legal Protection	Tied	1 - White Horse Insurance Ireland DAC
Drivers Accident Protection Plan	Tied	1 - White Horse Insurance Ireland DAC
Car Hire Excess	Tied	1 - AIG Europe S.A
AA Approved Warranty	Tied	1 - Helvetia Global Solutions Ltd.

For guidance on the basis of which AA Insurance provide services, please see the below definitions:

“Fair analysis of the market” means providing services on the basis of a sufficiently large number of insurance contracts and product producers (insurance underwriters) available on the market to enable the intermediary (AA Ireland) to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet the consumer’s needs;

“Limited analysis of the market” means providing services on the basis of a limited number of insurance contracts and product producers (insurance underwriters) available on the market, i.e., while not tied to one product producer the services are not provided on the basis of a fair analysis of the market;

“Tied” means limited to representing the products of a restricted set insurance underwriter.

## What information do I need to disclose to AA Ireland?

In order to provide you with a quote and the correct level of policy cover, we will ask you questions in order to acquire relevant information from you. A failure to answer these questions honestly and with reasonable care, either when requesting a quote or subsequently, could lead to the following:

- avoidance of your insurance contract by the insurer;
- a refusal of your claim;
- you may encounter difficulty in purchasing insurance elsewhere in the future; and
- in the case of property insurance, you could be in breach of the terms and conditions attaching to any secured loan on that property.

An insurer may refuse a claim made by you under a contract of insurance where there is a change in the subject matter of the contract of insurance, including as described in an “alteration of risk” clause, and the circumstances have so changed that it can properly be said by the insurer that the new risk is something which, on the true construction of the policy, it did not agree to cover. Any clause in a contract of insurance that refers to a “material change” shall be interpreted as referring to changes that take the risk outside that which was within the reasonable contemplation of the contracting parties when the contract of insurance was concluded. If you’re not sure what facts are important, please ask.

## **Consumer and Insurer Duties**

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The consumer must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.

The consumer must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance. If the consumer becomes aware after a claim is made of information that would either support or prejudice the claim, they are under a duty to disclose it. The insurer is under the same duty.

If the consumer makes a false or misleading claim in any material respect and knows it to be false or misleading or consciously disregards whether it is the insurer is entitled to refuse to pay and to terminate the contract.

Where an insurer becomes aware that a consumer has made a fraudulent claim, they must notify the consumer advising that they are avoiding the contract of insurance. It will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of the claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.

If, in respect of the insurance contract the insurer is not obliged to pay the full claim settlement amount until any repair, replacement or reinstatement work has been completed and specified documents for the work have been furnished to the insurer, the claim settlement deferment amount cannot exceed:

- 5% of the claim settlement amount where the claim settlement amount is less than €40,000, or
- 10% of the claim settlement amount where the claim settlement amount is more than €40,000

## How long are AA Ireland quotes valid for?

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All of our quotes are valid for 7 days. All quotes and cover are subject to underwriter acceptance criteria.

## Is there a cooling off period?

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All of the insurance policies AA Ireland sell have a cooling off period with the exception of Single Trip Travel. What this means is that, if you decide to cancel your policy in the first year of insurance within 14 days (or 30 days in the case of Life Insurance) of receiving your documents or start date (whichever is later) you are entitled to a refund for the period of the cover that has not been used. A refund will be issued providing no claims have been made.

If you cancel your policy after the cooling off period, the amount charged by the underwriter will be deducted before your refund is issued. For car insurance policies, no refund will be applied for Driver's Legal Protection Plan and Driver's Accident Protection Plan if you cancel the policy after the 14 day cooling off period. After the cooling off period, the amount charged at policy inception/renewal for these products will be deducted before a refund is issued.

Please note: this does not apply to Single Trip Travel policies.

You may cancel your policy at any time by contacting us at [service@theaa.ie](mailto:service@theaa.ie). In the event that you cancel your motor insurance policy, you must return your insurance certificate and disc to AA Ireland, 20-21 South William Street, Dublin 2, D02 XE77, within 7 days of your cancellation in line with the requirements of the Road Traffic Act (S.I. No. 355/1984 - Road Traffic (Insurance Disc) Regulation, 1984).

## What is the duration of my policy?

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Your policy duration will be outlined by us in the policy schedule and/or insurance certificate and disc and/or renewal notice.

## Can I make a change to my policy?

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Yes, you can make mid-term adjustments to your policy. Mid-term adjustment charges will be calculated on current rates at the time of the change. All mid-term adjustments are subject to acceptance criteria by our underwriters.

## What if I want to cancel my policy?

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You may cancel your policy at any time by contacting us at [service@theaa.ie](mailto:service@theaa.ie). In the event that you cancel your motor insurance policy, you must return your insurance certificate and disc to AA Ireland, 20-21 South William Street, Dublin 2, D02 XE77, within 7 days of your cancellation in line with the requirements of the Road Traffic Act (S.I. No. 355/1984 - Road Traffic (Insurance Disc) Regulation, 1984).

Please note: Cover for the Driver's Legal Protection Plan and Driver's Accident Protection Plan will cease from the date you cancel your car insurance policy, or have your car insurance policy cancelled by an insurer.

## Warranty Cancellation

If you decide to cancel within 14 days of purchasing this warranty, subject to no paid claims, you are entitled to a full refund.

If you decide to cancel at any time after the initial 14 days, subject to no paid claims, we will use the table in this section to calculate a refund for the current year of the plan and we will refund the warranty cost of any future years in full. An administration charge of €35 will be deducted from the refund due.

When cancelling a 24 month plan we will value year 1 at 60% of the overall plan price and year 2 at 40% of the overall plan price.

<b>Period of time elapsed in the current year, up to:</b>	<b>Refund due for current year</b>
One Month	80%
Two Months	70%
Three Months	60%
Four Months	50%
Five Months	40%
Six Months	30%
Seven Months	20%
More than Seven Months	0%

If a claim has been paid under the warranty, you will not be entitled to a refund on cancellation of the warranty.

## **What happens if I default on my payment?**

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AA Ireland reserve the right to cancel your policy. If we are going to cancel your policy we will contact you. AA Ireland will initiate cancellation of your policy if we do not receive payment of the premium due at inception, renewal or mid-term adjustment in a timely manner, if your cheque is returned unpaid by your bank, if your direct debit payments default, if you do not return required documentation to us within the necessary timeframe, non-disclosure of relevant information or if the insurer imposes cancellation.

## **Can I get replacement documents?**

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Yes, AA Ireland can issue you with replacement documents.



## What charges may I be subject to?

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All premiums quoted by AA Ireland will include the government levy and policy fees as outlined below.

Transaction	Charge
Policy Set Up Charge	Up to €200
Administrative	Up to €75
Mid-term adjustment	Up to €75
AA Renewal fee	Up to €200
Cancellation	Up to €75
Installment Fee	Up to €75
Unpaid Direct Debit	Up to €30
Unpaid Cheque	Up to €10
Documentation	Up to €25
Direct Debit Service Charge	10.72% for new business policies 9.74% for renewal policies

As part of AA Ireland's combined product offering, all motor insurance policies have enhanced cover built into the policy for the Driver's Legal Protection Plan and the Driver's Accident Protection Plan. The offering is a combined product offering and these enhanced covers are not optional. Please refer to your AA Car Insurance documents for information relating to fees and charges that may apply.

Your policy includes an AA Set Up Charge/AA Renewal Fee. This charge is non-refundable in the event of cancellation during any stage of the policy.

Where AA receives an over payment which is any amount that exceeds any premium or fee due to the AA, we will issue a refund to the card the payment was made with or by bank transfer.

If you make an alteration or cancel your policy and this results in an adjustment in premium, we will not charge you for any premium adjustments less than €10.00.

Please note some of our insurance panel members may apply a standard fee in addition to their premium, where this is the case, a breakdown of the insurer's premium and fee charged will be included from the Insurer in your policy documentation.

### **Remuneration Arrangements**

A summary of how AA is remunerated can be found at [www.theaa.ie/remuneration](http://www.theaa.ie/remuneration). This contains a summary of arrangements that AA has in place with product providers. If you have any queries, please contact us at [service@theaa.ie](mailto:service@theaa.ie)

## **What if there is a conflict of Interest?**

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We wish to avoid any conflict of interest when providing services to our customers. Sometimes however an unavoidable conflict may arise. If such conflict arises we will write to you to outline the nature of the conflict.

## **Can I give feedback?**

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Yes, AA Ireland would like to hear from you if you have any feedback or complaint about our services. This helps us improve our services for all of our customers. If you would like to provide feedback please contact us at [service@theaa.ie](mailto:service@theaa.ie) or AA Ireland, 20-21 South William Street, Dublin 2, D02 XE77.

## **Can I make a complaint?**

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Yes, AA Ireland would like to hear from you if you have a complaint. This helps us resolve any issues you may have had and also helps us improve our services. If you would like to make a complaint please contact us at [service@theaa.ie](mailto:service@theaa.ie) or AA Ireland, 20-21 South William Street, Dublin 2, D02 XE77.

We have a comprehensive complaints procedure in place to ensure your complaint is dealt with appropriately. We will acknowledge each complaint within 5 business days unless it has been resolved to your satisfaction. The complaint will be investigated fully and you will be

provided with an update on the progress of the complaint at intervals of no more than 20 business days. A full written response will be issued within 5 business days of completing the investigation. If we do not resolve the complaint within 40 business days we will update you on the time frame we expect to have the investigation complete.

Our complaints process is designed to ensure your complaint is addressed but if you are not satisfied with the outcome of our investigation or how we have dealt with your complaint you may refer your case to:

Financial Services And Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, DO2 VH29.

Lo Call: +353 1 567 7000

Email: [Info@FSPO.ie](mailto:Info@FSPO.ie)

AA Ireland retains the right to withdraw its services, refuse to offer a new policy and/or renew an existing one at our discretion.

## **Are AA Ireland a member of the Investor Compensation Board?**

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Yes, AA Ireland is a member of the Investor Compensation Scheme (under section 38(a) of the investor Compensation Act 1998). This provides that be payable where money or investment instruments owed or belonging to clients and held (or in the case of investment instruments) administered or managed by us cannot be returned to those clients for the time being and there is likelihood of us not being able to do so. Where an entitlement of compensation is established, the compensation payable will be 90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act 1998 up to the maximum of €20,000.

## **Data Protection**

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AA Ireland is committed to processing your personal data in a fair, lawful and transparent manner, in accordance with the General Data Protection Regulation and other applicable Data Protection legislation. For more information about how we process your personal data and your data protection rights, please visit [theaa.ie](http://theaa.ie) and click on the link 'Privacy Policy' at the footer of our website.

## How can you raise a complaint?

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If you wish to raise a complaint on how we have handled your personal data, please contact our Data Protection Officer by email, [compliance@theaa.ie](mailto:compliance@theaa.ie) or in writing to AA Ireland 20-21 South William Street, Dublin 2, D02 XE77. Alternatively you can lodge a complaint with the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlinton, Co Laois, R32 AP23

## AA Ireland Product Providers

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AA Ireland holds letters of appointment with the following product providers: AIG Europe S.A, AXA Insurance DAC, Allianz p.l.c, Royal London Insurance DAC, Zurich Insurance, The Aviva Insurance Ireland DAC, Liberty Insurance, Inter Partner Assistance SA, ARB Underwriting Limited, RSA Insurance Ireland DAC, Wrightway Underwriting Ltd, Aviva Life & Pensions Ireland DAC, Ornella Underwriting, KennCo Insurance Ltd, White Horse Insurance Ireland DAC, Arch Insurance DAC and Helvetia Global Solutions Limited. AA Ireland aims to check with its panel of underwriters to provide you with the most suitable product based on your requirements.

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AA Ireland is regulated by the Central Bank of Ireland.  
These Terms of Business are effective from 14th August 2023.  
TOB(14/08/23 v1)