

**AA**

**Welcome to the AA**

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**Terms of Business &  
Data Protection Summary**

## Who are AA Ireland?

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AA Ireland is 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 is 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, 61a South William Street, Dublin 2, D02 PY99.

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 Communities (Insurance Mediation) Regulations 2005 and this can be verified by the Insurance Mediation 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.

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	4 - AXA Insurance DAC, Allianz p.l.c, Aviva Insurance Ireland DAC, RSA Insurance Ireland 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, Patrona Underwriting Limited and Liberty Insurance
Home Insurance	Limited Analysis	2 - RSA Insurance Ireland DAC, Aviva Insurance Ireland DAC
Travel Insurance	Tied	1 - Inter Partner Assistance SA
Home Membership	Tied	1 - Inter Partner Assistance SA
European Breakdown Cover	Tied	1 - AmTrust International Underwriters DAC
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 Amtrust International Underwriters DAC
Drivers Legal Protection	Tied	1 - Amtrust International Underwriters DAC
Drivers Accident Protection Plan	Tied	1 - AmTrust International Underwriters DAC

AA Insurance		
Services Provided	Basis on which AA Insurance Provide Service	Number of Providers
Car Hire Excess	Tied	1 - AIG Europe S.A

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

We need to be informed of all relevant information regarding your policy. If you fail to disclose any relevant information when requesting a quote or subsequently, your insurance cover may be deemed void. If you fail to disclose previous claims to AA Ireland your insurance cover may be deemed void and result in subsequent claim(s) being declined.

An insurer may refuse a claim made by a consumer under a contract of insurance where there is a material change in the risk insured, including as described in an “alteration of risk” clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover.

Any clause in a contract of insurance that refers to a “material change” will be interpreted as being a change that takes the risk outside what was in the reasonable contemplation of the contracting parties when the contract was concluded.

If you're not sure what facts are important, please ask.

## Consumer and Insurer Duties

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.

If you want to cancel your policy you must send us a written request to cancel your policy. For motor policies, you will also need to include your insurance certificate and disc with your written request.

## **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. To do this you need to send us a written instruction. If you are cancelling a motor policy you must return the insurance certificate and disc along with a written instruction to AA Ireland, 20-21 South William Street, Dublin 2, D02 XE77. We will cancel your policy from the date we receive your instruction, and (if applicable) your insurance certificate and disc.

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.

## **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 €100
Administrative	Up to €75
Mid-term adjustment	Up to €75
AA Renewal fee	Up to €100
Cancellation	Up to €75
Installment Fee	Up to €75
Unpaid Direct Debit	Up to €10
Unpaid Cheque	Up to €10
Documentation	Up to €25

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. The charge of €24.46 is included in your premium and is inclusive of the prevailing Government Levy.

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 €5.00, nor will we refund you any premium amounts less than €5.00. All amounts will be accumulated and donated to a Charity of our choice in a lump sum at the end of each year.

### **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: 1890 88 20 90

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

## **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 compensation will 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 Summary**

### **What are my data protection rights?**

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This section tells you how we use your information and how you can exercise your data protection rights and is a summary of the AA Ireland Data Protection Statement. If you would like more detailed information please go to [aa.ie](http://aa.ie) and click the link Privacy Policy.

We confirm that AA Ireland Limited t/a AA Insurance is your data controller. Data protection queries or requests can be sent to [compliance@theaa.ie](mailto:compliance@theaa.ie) or in writing to The Data Protection Officer, 20-21 South William Street, Dublin 2.

## Why do we collect and use your personal data?

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AA Ireland will use your personal information for the provision of insurance services and related matters such as complaint handling, detection of fraud and statistical analyses. Information we receive or hold on you as an AA customer may be used to generate an insurance quote. If providing us with information for any other person named on your quotation or policy, it is important that they have agreed to their personal information being provided to us and you agree that you will bring this information to their attention at the earliest opportunity.

The below describes the purpose of using your personal data and the legal basis for doing this.

<b>Purpose</b>	<b>Legal Basis</b>
To provide you with a quote for insurance, and insurance cover if you buy the policy	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract
To manage and administer your insurance contract	Processing is necessary for the performance of a contract
To make and receive payments in relation to your policy	Processing is necessary for the performance of a contract
To manage and investigate complaints	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract  Processing is necessary for compliance with a legal obligation
For statistical analyses, market research, customer satisfaction surveys and data analytics including profiling	Processing is necessary for the purposes of our legitimate interests. This is for the improvement of AA's processes, products and services
To store and make back-ups of your data for disaster recovery purposes	Processing is necessary for compliance with a legal obligation

Purpose	Legal Basis
To comply with laws and regulations	Processing is necessary for compliance with a legal obligation
To detect and prevent fraud and other offences and to assist An Garda Síochána with investigations	Processing is necessary for the purposes of our legitimate interests. This is to investigate and prevent potential fraudulent or other illegal activity

## How else do we collect personal information about you?

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The majority of the personal information we collect is received directly from you. We may also receive information from other people or companies such as –

- Vehicle history check/suppliers
- Through a database to determine address based risk factors (geocoding)
- Publicly available information (e.g. online)
- Your insurer, after the contract of insurance is in place (e.g. in the event of a claim)

## Will AA Ireland share your personal information?

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We may share your details with third parties, including –

- Insurers in order to provide you with an insurance quote and the ongoing management of your insurance contract
- Our representatives such as technology suppliers, hosting/storage providers, document providers, payment providers, customer research partners, data storage providers and lawyers
- Debt collection agency in the event that payments are outstanding on an insurance policy
- An Garda Síochána and other law enforcement agencies to detect, prevent or investigate possible criminal activity or fraud

On occasions some of your personal information may be sent to or accessed by other parties outside of the European Economic Area (EEA). This is done in compliance with the appropriate legal and technical safeguards including strict contractual obligations.

## **Are any decisions about you automated?**

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As part of the provision of your insurance contract, including at quotation stage, AA Ireland may use profiling. This means that we may use your personal data to evaluate, analyse or predict the performance of your contract of insurance. The results of this profiling may be a factor in fees or charges set by AA Ireland. This has no factor on the price of your insurance premium as this is determined by the insurer.

## **How long do AA keep your information for?**

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Quote information may be retained by us for up to 15 months from the date of the quotation. All policy information will be held for 6 years following the end of the policy or relationship with you to ensure we meet our regulatory requirements. We will retain call recordings for 6 years from the date of the call.

## **What are your rights over your data that is held by AA?**

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As a data subject you have the right to –

- Access the personal data that we hold on you
- Have inaccurate information about you corrected
- Have your personal data erased. This applies in specific situations
- Withdraw your consent for the processing of personal data
- Data portability which means you can request the personal data you provided to us, including requesting we send this to another company or person
- Restrict the processing of your personal data

If you would like to request any of the above, please email your request to [compliance@theaa.ie](mailto:compliance@theaa.ie) or write to AA Ireland, 20-21 South William Street, Dublin 2

## **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. Alternatively you can lodge a complaint with the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlington, 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 Standard Life Assurance Company, Travelers Insurance Company Limited, Benchmark Underwriting Limited, Aviva Insurance Ireland DAC, Liberty Insurance, CIGNA (ACE Insurance Company Limited.), New Ireland Assurance Co Limited, Inter Partner Assistance SA, ARB Underwriting Limited, AICL Limited (Acromas Insurance Company), RSA Insurance Ireland DAC, Wrightway Underwriting Ltd, Amtrust International Underwriters DAC, Aviva Life & Pensions Ireland DAC, Patrona Underwriting Limited and MIS Underwriting Limited. AA Ireland aims to check with its panel of underwriters to provide you with the most suitable product based on your requirements.

## Notes

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## Notes

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AA Ireland is regulated by the Central Bank of Ireland.  
These Terms of Business are effective from 12th May 2021.  
TOB (05/21)