

# Guide to Changes

Changes to your account benefit  
Terms and Conditions

Silver Account

For use from 14 September 2023



**BANK OF  
SCOTLAND**

# Changes to terms and conditions

We're making some changes on 13 December 2023 to the terms and conditions on behalf of the insurers that provide the account benefits. The words used in each of the account insurance benefit policy terms and conditions will be made consistent and will be simplified so they're clearer and easier to understand. Other changes which are described in this document will also be made. There'll also be a change to the Additional Conditions which apply to your account and relate to the monthly discount payment. Please take the time to read and understand what's changing and how the changes may affect you. Copies of the new terms and conditions will be available from 13 December 2023 online, in branch or over the phone.



## Additional Conditions – Monthly discount payment

### Monthly discount payment

To qualify for a discount payment of £2 on your monthly maintaining the account fee you need to pay a qualifying amount into your account or have qualifying savings. Some payments into your account don't count. We'll be making a change and adding new wording that says a personal loan taken out in your name or jointly, from Lloyds Bank, Halifax, Bank of Scotland or MBNA paid into your account won't count towards qualifying.



## Travel

### Financial Failure cover

Financial Failure provides cover for costs you could incur as a result of the insolvency of an end supplier that you made travel arrangements with and booked within the UK prior to departure. Financial Failure insurance cover meets the needs of customers who want insurance cover when they have booked direct with a supplier such as hotel, train operator including Eurostar, car ferries, villas abroad and cottages in the UK, coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris, excursions, Eurotunnel, theme parks or attractions and that end supplier becomes insolvent.

The Financial Failure insurance is currently provided by International Passenger Protection Limited and underwritten by Liberty Mutual Insurance Europe SE and we

are giving you notice on their behalf that this insurance cover will be cancelled at midnight on 12 December 2023. It will be immediately replaced on 13 December 2023 with cover from AWP P&C SA and administered by AWP Assistance UK Ltd (Allianz Assistance). The level of cover will stay the same and there will be no break in cover.

If you need to make a claim, have a complaint for an incident that occurs before the change happens or have a data privacy query in relation to Financial Failure cover before that date, please use the contact points that can be found in your current travel policy document.

If you have an existing claim or need to make a new claim or have a complaint from 13 December 2023 you can contact Allianz Assistance by calling **020 8603 9783**, lines open 9am – 5pm, Monday to Friday (excluding bank holidays).

## Group bookings

If you've booked travel for others as well as yourself, individuals who are not insured under the travel insurance that comes with your account, should have their own travel insurance. The travel policy provides cover for the proportion of the trip costs only for you and other insured person(s) such as your partner or covered children. This is the case even if, for example, you made the booking and paid for others. The insurer will make this clear in the policy wording.

For example, you pay £2,000 for a trip for yourself and 3 friends. The cost of the trip is split equally. You are the only person insured under the travel policy. So if the trip is cancelled, and provided you meet the policy conditions, you will only be able to claim up to £500. You may also need to pay a policy excess.

## Some costs you won't be able to claim for

There will be a new exclusion added that says there won't be cover for costs that you may have paid if they can be used for another trip. If you cancel or have to cut short your trip, you won't be able to claim costs for any unused visas, visa waivers, passports, issuing of motor insurance green cards, vaccination fees or recommended preventative medication, unless you can prove they are not valid for a longer period and are not transferable.

For example, if you are vaccinated, you can benefit from protection from that vaccination for a period longer than your trip, so you will not be able to claim for the vaccination fee if your trip is cancelled or cut short.

## Correcting our Welcome Pack

The maximum age to claim for Personal Accident and Disability benefit cover in New Zealand, which is only available if you purchase a Worldwide Travel upgrade, was incorrect in our customer documentation between November 2022 and August 2023. The maximum age limit should have shown as up to the age of 64 and not 69. All incorrect references have already been

updated and you can see a copy of our Silver Account Welcome Pack online, or you can ask in branch for one.

## No screen medical conditions

Your policy does not automatically include cover for pre-existing medical conditions. If any insured person has any medical condition not on the 'no-screen list' in the policy you need to declare all conditions to the insurer. If the insurer agrees to cover the medical conditions then you may have to pay an additional premium.

The 'no-screen list' will be updated to include 'Undetectable HIV' (Human Immunodeficiency Virus, if viral load is undetectable). This means that provided they have no other medical conditions which aren't on the 'no-screen list', the insured person will be covered for this illness if diagnosed and the results of the last regular test before medical conditions were last declared to the insurer or a trip was booked were confirmed by a doctor to show an undetectable viral load rate.

Also, to make it clearer when you need to check with Allianz Assistance if you're covered, hip replacement will be removed from the 'no-screen list'. This is because a hip replacement itself is not classed as a medical condition. Whether you need to contact Allianz Assistance to see if they can provide cover, will depend on the reason for your hip replacement. For example, if your reason for a hip replacement IS on the 'no-screen list' (such as arthritis, broken bone or osteoporosis) you do not need to call Allianz Assistance provided you have no other medical conditions which aren't on the 'no-screen list'. If the reason behind the hip replacement IS NOT on the 'no-screen list' (such as bone dysplasia) you WILL need to call Allianz Assistance.

! If you are not sure whether you're covered, please call Allianz Assistance on **0345 602 0201**. Lines open 8am - 8pm Monday to Friday, and Saturday 8am - 6pm.

## Cover for a dependent child

Children aged 18 or under (24 or under if in full-time education) are only currently covered when they are travelling with the account holder(s) or a responsible adult, as defined in the policy. The insurer will make a change so that there will be cover for a dependent child where they are staying with a responsible adult even if they were not accompanied during their travel to the destination.

For example, your child aged 17 is travelling to stay with a grandparent who lives in Spain. You are taking them to the UK airport but they are travelling alone from there to the airport in Spain. A grandparent is meeting them at the airport in Spain, and will stay with them for the duration of their trip to the point they are accompanied to the airport for their return.

As the child is with a responsible adult at each end of travel and staying with a responsible adult throughout their trip, they will be covered under the policy.

## Definition of 'Relative'

The definition of relative will be expanded so it will include grandparent-in-law.

## Policy upgrade(s) to cover any medical conditions

There will be a change so if you've paid for a policy upgrade to cover any medical conditions, you will not be able to contact Allianz Assistance by email to renew that cover. This is to protect you from highly confidential data relating to health conditions being shared or lost. You will still be able to call Allianz Assistance or visit the Allianz Assistance Hub which you can access online through your Internet Banking or the Mobile Banking app, to renew your cover.

## Emergency medical and associated expenses

The insurer will increase cover so if you make a claim under the Emergency Medical and Associated Expenses section of the

policy you can claim for both reasonable additional transport **and** accommodation expenses for a friend or relative to remain with you or travel to you from your home country. At the moment there is only cover for either transport, **or** accommodation.

## Legal advice and expenses

This section can provide cover for legal costs to pursue a civil legal action for compensation if someone else causes you bodily injury, illness or death. Currently there's no cover for claims that can use a Conditional Fee Agreement, like a "no win, no fee" basis. This will be updated so cover will only be excluded where the claim for costs is actually pursued under this type of arrangement.

## Travel delay

There will be increased cover if you're outside of the UK and you know your point of departure is closed because of severe weather or a natural disaster, so you don't travel there. The policy will provide cover if you suffer a delay as long as your claim meets the rest of the policy conditions.

At the moment the policy provides compensation if, having travelled to the point of departure and checked-in, you are then delayed by more than the stated times. If you have not travelled to your departure point currently you will not be covered, even if you have checked-in online.

There's more information on what you're able to claim in Section 3 of the terms and conditions.

## AWP P&C SA

Following Brexit, the underwriter, AWP P&C SA have been authorised under a temporary permissions regime to carry out regulated activity within the UK. The application to have full authority by the Prudential Regulation Authority has now been completed and wording will be updated to reflect this.



## Mobile Phone Insurance

### Changes to governing law

The insurer will change their terms and conditions to update the governing law which applies to the policy. At present it only states the law of England applies, the new wording will state the laws of England and Wales will apply.



## AA Breakdown Family Cover

### Definition of 'Resident Island'

The AA will remove the definition of 'Resident Island' and remove paragraphs relating to Channel Islands and Isle of Man from the service descriptions.

### Definition of 'UK'

As a result of these changes a new definition of 'UK' will be introduced and will mean England, Scotland (including islands), Wales, Northern Ireland, Channel Islands and the Isle of Man.

### Changes to services following UK definition update

**Roadside Assistance** - There is no impact to this service, unless you live on the Channel Islands. If you live on one of the

Channel Islands and break down on your resident island and the AA cannot fix the vehicle at the roadside, the AA will recover you, the vehicle and up to a maximum of seven passengers to anywhere on the island. Following the change, the recovery will be to the nearest repair garage or a destination of your choice, providing it is no further.

### Data Privacy Notice

The full data privacy notice from the AA will be deleted and replaced by a short form data privacy notice with a link to the full version online. The ways that the AA hold, process, store, use and share your data won't change but it will also cover the AA Accident Assist service.



## AA Breakdown Family Cover – Rights to refuse service

### Failure to maintain vehicle

AA Breakdown Family Cover is aimed at drivers experiencing an emergency breakdown, it is not an alternative to maintaining the vehicle or getting prompt repairs done. A new exclusion will be added that allows the AA the right to refuse to provide service where there has been a failure to maintain the vehicle. This includes where a permanent repair hasn't been carried out following a temporary repair provided by the AA, or lack of routine vehicle maintenance or continued failure

to maintain fuel or charge the vehicle. However, the AA will also change the existing cancellation clause so that they will no longer cancel the breakdown policy due to lack of routine vehicle maintenance or failure to carry out a permanent repair.

This means, if the AA refuse to provide service on an occasion because a breakdown was due to you failing to maintain the vehicle, the policy will still remain in place for you and eligible family members to use for future breakdowns so long as you continue to hold the account.

## Reporting within 24 hours

It will be made clearer that the AA reserve the right not to attend breakdowns if they haven't been reported to them within 24 hours.

## The safe protection of children

To ensure the safe protection of children, a new exclusion will be added for the recovery of unaccompanied children to say that AA Family Breakdown Cover will only provide recovery for children under the age of 16 if they are accompanied by someone over the age of 16.

## Vehicles at a garage or repair shop

There will be a new exclusion added that says the AA will not provide any breakdown service where the vehicle is in the garage or repair shop having work done on it.

## Repeat breakdowns

The AA will make it clearer that they can refuse to provide service where they're asked to assist with the same or similar cause of breakdown to one which they attended within the last 28 days, and that this includes running out of fuel or charge.

The exclusion will also be changed to say that if the AA do agree to provide a service in this situation, there will be a charge for it unless there's proof that a permanent repair has been done by a garage.

## When the AA can't check the service that comes with your account

It will be made clearer that if the AA can't check that the service is included as part of your account benefits they may still agree to help you. Wording will be added to make it clearer that they'll confirm any costs upfront, so you can decide whether to go ahead. To show that the service is provided as part of account benefits the AA will ask you for a valid Bank of Scotland debit card or, for Family Members, some other form of identification to prove that they live with the account holder.

## Threatening and abusive behaviour

The AA and its agents should be able to provide their service without fear of threat or abuse. The terms and conditions wording will be made clearer that service will be refused if there is any threatening or abusive behaviour, while they are providing the service, even if this is not directed at AA employees, their agents or contractors.

The AA will remove the more general term that allows them to cancel your policy because of a breakdown in the relationship with a customer but they will still be able to cancel your breakdown policy for threatening or abusive behaviour.

## Excessive usage

AA Breakdown Family Cover is an emergency service for unforeseen and emergency breakdowns. To make this clearer a new exclusion will be added that says regardless of the level of cover, the AA reserve the right to limit, or refuse service where in their opinion, the service use is seen as excessive or unreasonable. If they identify a trend of excessive usage the AA will tell you and if they choose to provide a service, the assistance will be chargeable.

## Unsafe, unroadworthy, unlawful vehicles

The AA have a general right to refuse to provide service where in their opinion, immediately before the breakdown, the vehicle was dangerous, overladen, unroadworthy or unlawful to use on a public road. The AA will include new wording to make it clearer by listing out examples of these types of problems or faults with a vehicle.



## AA Breakdown Family Cover – General exclusions

### Excess passenger loads

The exclusion relating to excess passengers will be changed so that the AA will no longer arrange transport at the time of breakdown for more passengers than there are seats in the vehicle, up to a maximum of eight people in total. They will arrange transport for up to this maximum number even if not all of them were in the vehicle at the time of the breakdown.

### Failure to carry a spare wheel or tyre in the vehicle

The AA will remove a general exclusion so that there won't be any charges just because there is no spare wheel or tyre in the vehicle.

### Vehicles being stored

The exclusion relating to vehicles being stored or guarded will be simplified. It will say that if the AA have to store your vehicle for any reason (for example the repairing garage is not open at the time of recovery) they will inform you or the eligible family member in advance. If it has to be stored then you or the family member will be responsible for paying the storage costs and it will be stored at your, or the family members' risk.

### Commercial use

Cover is not intended for commercial use, so the AA will add to the exclusions to say that they won't provide service to vehicles that are used to carry items or people for money. This includes any use in relation to the motor trade.

### Recovery of vehicles

The general exclusion relating to recovery of vehicles with trade plates or recently purchased at auction is being expanded so that the AA won't provide any service to vehicles bearing trade plates or vehicles that they have reason to believe have just been bought at auction.

The exclusion relating to recovery of vehicles that have just been imported will be removed, so if a recovery is needed, the service will be available.

### Transporting animals and assistance animals

The exclusion relating to the transport of animals will be updated so it's easier to understand. For anyone travelling with an assistance animal there will be a new dedicated telephone number available. The exclusion will be updated to say:

- ▶ **Transporting animals:** The AA may agree to transport an animal, at their sole discretion. If they agree to do so, it'll be at your risk and it is your responsibility to secure any animal being transported. They won't recover horses or livestock.
- ▶ **Assistance animals:** The AA will transport assistance dogs, unless this is not possible for health and safety reasons. It is helpful to tell the AA about your situation so they can arrange additional adjustments and further tailored support. In these instances there is a dedicated phone number to call them on 0800 262 050, and text phone users can prefix this number with 18001. You can also tell the call handler at the time of reporting your breakdown.



## AA Accident Assist

The AA Breakdown Family Cover that comes with your account currently only provides assistance in the event of a breakdown, but not in the event of an accident. A new service from the AA will be introduced that may be able to help you as the account holder, if you or another insured person is involved in an accident in your vehicle. The service is available in England, Wales or mainland Scotland and the parties involved would need to have existing motor vehicle insurance. Unlike AA Breakdown Family Cover, AA Accident Assist can't help you in an accident where you are riding a motorbike or moped.

With this service, depending on who is at fault, you may be able to:

- ▶ Have the vehicle taken to an AA authorised garage to carry out the necessary repairs;
- ▶ Get a replacement vehicle or small courtesy car whilst the repairs are done;
- ▶ Have the AA Accident Assist service handle the insurance claim and associated costs for you.

The AA Accident Assist terms and conditions on pages 9-15 of this document explain more, including the services that will be available, what exclusions will apply, and any costs that may be charged.

If you have any questions about the service, you can speak to the AA on **0345 602 0201**.

### Contact details

If you have an accident, you will be able to call the AA on **0345 602 0201**.

To make it easier to report, download the AA's App - search for 'The AA' on Google Play or the App Store.

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

▶ **Account Holder(s):**

You will be asked for your membership number. This is your sort code and account number.

To make a complaint you can call membership services on **0345 602 0201**.

All of the terms, conditions and limitations of this service are included on the following few pages.



Save these telephone numbers in your mobile phone in case you need to contact the AA.





## AA Accident Assist Terms and Conditions

### Definitions

We use defined terms in this booklet to make our terms and conditions as clear as possible, so the words in the table below have the following meaning:

<b>'AA'</b>	the relevant provider of Your cover being AA Underwriting Insurance Company Limited for AA Accident Assist.
<b>'AA Approved Repairer'</b>	a repairer carefully selected by Us to provide the repair element of the AA Accident Assist service to You.
<b>'At-Fault Accident'</b>	an accident which is not a Non-Fault Accident and where the AA consider liability/fault rests with You or the insured person driving Your Vehicle.
<b>'Courtesy Car'</b>	means a car provided by the repairing garage.
<b>'Non-Fault Accident'</b>	an accident where We consider liability/fault rests with the other person and the person driving Your Vehicle is insured.
<b>'Replacement Hire Vehicle'</b>	means a replacement vehicle similar to Your Vehicle.
<b>'Vehicle'</b>	means, a vehicle (with 4 wheels with no more than 9 seats including the driver's seat, no more than 2.55m wide and weighing no more than 3.5 tonnes) which You are the registered owner of and that has a current valid motor insurance policy to the minimum level required under UK law, a valid road fund license (unless exempt) and a current MOT test certificate (unless exempt).
<b>'We', 'Us', 'Our'</b>	means the AA.
<b>'You', 'Your'</b>	means the Bank Account holder if they are an insured person on the Vehicle involved in the accident.

AA Accident Assist is an accident claims service which is available 24 hours a day, 365 days a year as part of Your Breakdown Family cover. As part of this service, the AA will handle Your insurance claim on Your behalf, independently of Your insurer. The AA can also arrange the recovery of Your Vehicle and any repairs, as well as replacement transportation to keep You moving.

The amount of support the AA provide will depend on whether the accident is a Non-Fault Accident or an At-Fault Accident and is always subject to the AA's discretion. The AA's decision about the nature of an accident is final. To help the AA make this decision, You must provide all relevant information as soon as possible following the accident, including: the name and address of the other person(s) involved along with their vehicle and insurance details, the name and addresses of any witnesses (if there are any), as the well as any other information the AA reasonably request from You.

Please remember note that AA Accident Assist is: (1) not a replacement for Your motor insurance policy; (2) does not remove the legal requirement to insure Your Vehicle; and (3) does not cover Your liabilities to others.

## **Demands and Needs Statement**

AA Accident Assist provides help for insured account holders when they contact the AA first after a vehicle accident. If agreement is made to use AA Accident Assist and an insurance claim is being made, the service will include Vehicle recovery, Vehicle repair, Vehicle storage costs and the cost of hiring a replacement vehicle that is broadly comparable to Your Vehicle (after a Non-Fault Accident) and a small courtesy car (after an At-Fault Accident). This service works alongside Your motor insurance policy – You must still tell Your insurer if You have been in an accident, after contacting AA Accident Assist.

## **What is covered:**

### **1. Recovery**

#### **After a Non-Fault Accident**

If You are involved in a Non-Fault Accident, the AA can recover Your Vehicle:

- a) If it is not mobile or unsafe to drive after an accident;
- b) The AA can also arrange and manage repairs to Your Vehicle and there is no excess to be paid. We can also arrange a Replacement Hire Vehicle

via a hire car company (as explained in the 'Mobility' section of this summary). The AA will pay for these services on Your behalf and recover these costs from the At-Fault driver's insurance company.

#### **After an At-Fault Accident**

- a) If You are involved in an Accident that was Your fault and You will be making a claim on Your motor insurance policy, the AA can recover Your Vehicle if it is not mobile or unsafe to drive after an Accident. The AA will not charge You for this recovery service provided that You agree to have:
  - i. Your insurance claim handled by AA Accident Assist; and
  - ii. Your Vehicle repaired at an AA Approved Repairer
- b) If You only require the recovery of Your Vehicle and You do not wish to use the AA Accident Assist claims service, You will be asked to pay a fee up front for the recovery service provided by the AA.

## **2. Repairs**

#### **After a Non-Fault Accident**

- a) The AA will take Your Vehicle to the AA Approved Repairer who will carry out an assessment of the damage caused and provide the AA with a cost estimate. Where the repairs are deemed economical and viable by the AA and You agree to use the AA Approved Repairer, we will then instruct the AA Approved Repairer to carry out the repairs. The AA will cover the cost of these repairs based on the estimate provided by the AA Approved Repairer.
- b) If the AA considers the repairs to Your Vehicle are not economical or viable, the AA will inform You of this and Your will need to claim from Your motor insurance.
- c) The AA will not pay repair costs when You make Your own arrangements for repairs to Your Vehicle after the accident.

- d) The AA will only pay for repairs to Your Vehicle, the AA will not pay for repairs to any other vehicle.
- e) You agree to the AA recovering any repair costs in Your name and will help the AA do this. If any costs for repairs that the AA have paid for are recovered by You or paid direct to You, You must pay such costs to the AA.

#### **After an At-Fault Accident**

- a) The AA will take Your Vehicle to the AA Approved Repairer or, if Your Vehicle is mobile and safe to drive, the AA will arrange the recovery of Your Vehicle from Your home address.
- b) Once You have reported the incident to us, the AA will require You to obtain a claim reference number from Your insurer.
- c) The AA Approved Repairer will carry out an assessment of the damage caused and request authorisation to proceed with the repairs from Your insurer, using the claim reference number You have provided. Where Your insurer authorises the repairs, they'll cover the repair and recovery fees.
- d) Where Your insurer does not authorise the AA Approved Repairer to proceed with the repairs for any reason, Your insurer will inform You and they'll oversee the management of Your motor insurance claim. If for any reason Your insurer declines Your claim, You'll be responsible for the recovery and storage costs.
- e) You will need to pay Your policy excess as stated on Your insurance policy schedule. This is payable to the repairer once Your Vehicle repair is completed.

Repairs are subject always to the following conditions (whether You are involved in a Non-Fault Accident or an At-Fault Accident):

- a) You agree to use an AA Approved Repairer;

- b) You'll inform the AA as soon as Your Vehicle becomes available for You to drive again;
- c) You'll collect or arrange delivery of Your Vehicle when notified by the AA Approved Repairer that Your Vehicle is ready for collection or delivery;
- d) if You are VAT registered You'll be liable for the VAT element of the repairs, which You should recover from HMRC; and
- e) the AA can take details of Your claim for AA Accident Assist 24 hours a day, 365 days a year but the AA cannot guarantee that Your Vehicle will be delivered to the AA Approved Repairer during their opening hours, or that the repairer will be immediately available to undertake any required repairs.

### **3. Mobility**

#### **Replacement Hire Vehicle following a Non-Fault accident**

- a) the AA will arrange and pay for the supply of a Replacement Hire Vehicle if Your Vehicle can't be driven or is considered unsafe.
- b) AA Accident Assist is only available for Your Vehicle (as defined) and the type of Replacement Hire Vehicle the AA will arrange for You is subject at all times to availability.
- c) If the repair of Your Vehicle is deemed uneconomical or unviable and You make an insurance claim (as referenced in the 'Repair' section of these terms) the AA will continue to pay for a Replacement Hire Vehicle but the duration of the hire period will be determined by the AA. It is Your responsibility to keep the AA updated on the progress of Your insurance claim. If You don't, the AA may stop paying for the Replacement Hire Vehicle. Also, if You don't accept a reasonable offer to settle the insurance claim, the AA may refuse to pay further hire costs.

d) Provision of a Replacement Hire Vehicle is subject always to the following conditions:

- i. You agree to the AA recovering any Replacement Hire Vehicle costs in Your name and will help the AA do this. If any hire costs that the AA have paid for are recovered by You or paid direct to You, You must pay such costs to the AA;
- ii. the AA will select the Replacement Hire Vehicle (and its supplier) subject at all times to availability;
- iii. the AA will decide the duration of the hire period for the Replacement Hire Vehicle (and their decision is final);
- iv. You'll enter into a car hire rental agreement with the AA's chosen supplier and You will follow any terms and conditions issued by them;
- v. You'll inform the AA as soon as Your Vehicle becomes available for You to drive again;
- vi. You'll return the Replacement Hire Vehicle to the AA's chosen supplier as soon as Your Vehicle becomes available;
- vii. if You are VAT registered You'll be liable for the VAT element of the hire costs, which You should recover from HMRC; and
- viii. the AA can take details of Your claim for AA Accident Assist 24 hours a day, 365 days a year, but can only arrange delivery of a Replacement Hire Vehicle between 9am and 4.30pm Monday to Friday (excluding public and bank holidays).

e) Although the AA will arrange and pay for a Replacement Hire Vehicle:

- i. the AA do not cover any other charges arising from Your use of the Replacement Hire Vehicle, including but not limited to: fuel, any insurance excess charges,

charges arising from damage to the Replacement Hire Vehicle, daily hire charges arising from You keeping the Replacement Hire Vehicle after Your Vehicle has been repaired and is ready for collection;

- ii. the AA can't arrange a tow bar for the Replacement Hire Vehicle, meaning that Your caravan or trailer will, if eligible, have to be recovered under the AA's National Recovery service;
- iii. the AA can't guarantee that the Replacement Hire Vehicle will be a hybrid or electric vehicle;
- iv. the AA won't pay for Replacement Hire Vehicle costs when You make Your own arrangements for car hire after an accident;
- v. if the AA have arranged a Replacement Hire Vehicle on Your behalf but Your insurer is dealing with the damage to Your Vehicle, You won't be covered if You fail to keep the AA updated on the progress of the Vehicle damage and will be liable for the costs of the Replacement Hire Vehicle; and
- vi. if the AA become aware that the accident was an At-Fault Accident, the AA won't pay any further Replacement Hire Vehicle costs from the date that the AA become aware of the change of accident circumstances. The AA won't seek to recover any costs from You that the AA have already paid provided the details You supplied at the time of the accident the AA are true and complete.

#### **Small Courtesy Car following an At-Fault Accident**

- a) Where Your insurer authorises the repairs to Your Vehicle (as explained in the 'Repairs' section of this summary), the AA Approved Repairer will provide You with a small Courtesy Car for the duration of any repair. This is always subject to availability.

- b) Where Your Vehicle is declared a total loss or Your insurer does not authorise the AA Approved Repairer to proceed with the repairs, You will not receive a Courtesy Car from the AA Approved Repairer. You will need to speak with Your insurer about Your mobility options.

#### 4. General points to note regarding Accident Assist

- a) As part of AA Accident Assist, the AA do not cover:
  - i. any accident that occurs outside England, Wales or mainland Scotland;
  - ii. accidents that arise from Your unlawful use of alcohol or drugs;
  - iii. any accident if You're claiming against a person who doesn't have a valid motor insurance policy, or a person who can't be identified or traced; and
  - iv. any accident which Your motor insurer has declined cover for.
- b) If You make a false or fraudulent claim for AA Accident Assist (or provide false, misleading or fraudulent statements, information and/or documents in support of any such claim), You will lose the benefit of AA Accident Assist. The AA may recover from You any costs paid by way of benefit under Your policy. If You make fraudulent statements or provide false information and/or documents to the AA, the AA may record this on the anti-fraud databases, and the AA may notify other organisations.
- c) Where You agree for the AA to handle Your claim as part of the AA Accident Assist service, but You subsequently change Your mind once the AA have already recovered Your Vehicle and delivered it to either an AA Approved Repairer or destination of Your choice, You will be responsible for paying either:

- i. the AA recovery fee to the AA Approved Repairer before Your Vehicle can be released back to You or Your insurer; or
  - ii. the AA directly for the cost of the recovery. The AA won't be liable for any other costs incurred, including but not limited to additional excess costs.
- d) Where You do not request services from the AA at the time of a Non-Fault Accident or an At-Fault Accident and/or where You arrange for assistance and recovery services to be provided by another provider, the AA will make no contribution toward the cost of these services (either to You or the provider).
  - e) Where the AA provide AA Accident Assist for a Non-Fault Accident the AA will be entitled to take over and conduct at their expense and in Your name, this is known as subrogation:
    - i. the negotiation defence or settlement of any claim against the At-Fault driver for recovery in respect of costs paid by the AA for AA Accident Assist;
    - ii. legal proceedings to recover for the AA's benefit any payments made for AA Accident Assist.
    - iii. You must give the AA all documentation, help and information they may need; and
    - iv. the AA reserve the right to recover costs paid by the AA for AA Accident Assist from Your own motor insurance and You must assist the AA to recover of costs paid by the AA for AA Accident Assist from Your motor insurance.
  - f) Should you cancel the recovery prior to the AA's supplier attending the scene, there will be a cancellation fee which will be confirmed at the time of booking the recovery.

## General rights to refuse service

If You are refused service by the AA, You have the right to an explanation in writing. The AA reserves the right to refuse to provide or arrange assistance where the service request is, or relates to:

**Unattended Vehicles:** You must be with Your Vehicle when we attend.

### Unsafe, unroadworthy, unlawful etc.

**Vehicles:** Before the relevant Breakdown or accident Your Vehicle was:

- dangerous (such as steering or braking system malfunctions and worn or unsafe tyres);
- overladen (including incorrectly or dangerously loaded/overloaded vehicles);
- unroadworthy; or
- otherwise unlawful to use in the reasonable opinion of the attending patrol (taking into account relevant law).

And before the accident Your Vehicle was:

- untaxed (and an exemption does not apply - see the DVLA website for more information);
- without a valid MOT (and an exemption does not apply - see the DVLA website for more information); and/or
- uninsured (no valid motor insurance in place at the time of the breakdown);

### Assistance for unsafe or unlawful activities:

The AA can't provide help if it would involve breaking the law or a breach of our health and safety duties, for example, working on post production conversions from conventional fuel to electric, if the AA can't confirm this to be safe;

### The AA cannot confirm Your Bank of Scotland eligibility for Accident Assist:

If You cannot produce a valid Bank of Scotland debit card (or appropriate receipt) and the AA is unable to verify that You have a bank account that is eligible for AA Accident Assist, the AA may reserve the right, at their discretion, to decline Accident Assist services.

**Unreasonable behaviour:** Where You or anyone accompanying You: (i) is behaving or has behaved in a threatening or abusive

manner; or (ii) have falsely represented entitlement to services that You are not entitled to; or (iii) have assisted another person in accessing the AA's services they are not entitled to; or (iv) owe the AA money with regards to any services, spare parts or other matters.

### The recovery of unaccompanied children:

The recovery of any child under 16 years of age unless they are accompanied at all times by someone over the age of 16.

**Relationship breakdown:** In the AA's reasonable opinion, there has been: - a breakdown in the AA's relationship with You as a result of Your conduct; or - an occurrence or circumstance that would damage or harm the AA's reputation.

**Unacceptable behaviour:** You or anyone accompanying You has used threatening or abusive behaviour or language or intimidated or bullied the AA's staff or suppliers in any way.

Any additional services made available by the AA are purely on a discretionary basis and may be withdrawn at any time.

## Changes to terms and conditions

Bank of Scotland and/or the AA is entitled to change any of the terms and conditions of this service, on the giving of reasonable notice, where it reasonably considers this necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

## Interpretation: use of English law and language

These terms and conditions are governed and should be interpreted by the laws of England and Wales. The terms and conditions of cover are written in English and all correspondence entered into shall be in English.

## Compliments and complaints

The AA aims to provide You with a high level of service at all times.

However, there may be a time when You feel that their service has fallen below the standard You expect. If this is the case and You want to complain, the AA will do their best to try and resolve the situation.

There are several ways You can contact the AA:

Phone: **0345 602 0201** or **0131 333 0032**

Email: [customer.solutions@theAA.com](mailto:customer.solutions@theAA.com)

Post: Customer Solutions

The AA

Park Square

Bird Hall Lane

Cheadle Heath

Stockport

SK3 0XN

Text Relay is available for deaf, hard of hearing or speech impaired Customers.

The AA will either acknowledge Your complaint within five working days of receipt, or offer You their final response if they have concluded their investigations within this period.

If the AA acknowledges Your complaint, they will advise You who is dealing with it and when they expect to respond. The AA aims to respond fully within eight weeks. However, if they are unable to provide a final response within this period they will write to You before this time and advise why they have not been able to offer a final response and how long they expect their investigations to take.

If You remain unhappy with the AA's final response, or they have not managed to provide a final response within eight weeks of Your complaint, You may be entitled to refer Your complaint to the Financial Ombudsman Service for help and advice.

There are several ways You can contact them:

Phone: 0800 023 4567 or 0300 123 9123

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 Financial

Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

## Financial Services Compensation Scheme (FSCS)

AA Accident Assist, which is provided by AA Underwriting Insurance Company Limited is covered by the FSCS. If You have AA Accident Assist and the underwriter AA Underwriting Insurance Company Limited was not able to cover the costs You have incurred relating to the AA Accident Assist claim You may be entitled to compensation from the FSCS. Your entitlement to compensation will depend on the type of business and the circumstances of the claim. General insurance (such as AA Accident Assist), provided by a regulated insurer such as AA Underwriting Insurance Company Ltd for AA Accident Assist is covered for 90% of the claim, without any upper limit.

Further information about the 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.

## Company details

### AA Underwriting Insurance Company Limited

is authorised by the Financial Services Commission, Gibraltar.

Registered office: Unit 2.1 Waterport Place, 2 Europort Road, Gibraltar, GX11 1AA.

AA Underwriting Insurance Company Limited is a member of the Association of British Insurers. Registered Number 106606 (Gibraltar).

If you need this communication in another format, such as large print, Braille or audio CD, please contact us.

You can call us using Relay UK if you have a hearing or speech impairment. There's more information on the Relay UK help pages [www.relayuk.bt.com](http://www.relayuk.bt.com)

SignVideo services are also available if you're Deaf and use British Sign Language:

**[bankofscotland.co.uk/contactus/signvideo](http://bankofscotland.co.uk/contactus/signvideo)**

If you need support due to a disability please get in touch.

Calls and online sessions may be monitored and recorded. Not all Telephone Banking services are available 24 hours a day, seven days a week.

We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

Eligible deposits with us are protected by the Financial Services Compensation Scheme: **[bankofscotland.co.uk/fscs](http://bankofscotland.co.uk/fscs)**

Bank of Scotland plc. Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland No. SC327000. Bank of Scotland plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 169628.

This information is correct as of September 2023 and is relevant to Bank of Scotland plc products and services only.

