

Please read and keep safe

# Your Van Policy



# Motor Claims Helpline from Aviva

## Important

- Please report all accidents to **us** immediately on 0800 678 999 so **we** can tell **you** what to do next and help resolve any claim.

24 hour assistance, 365 days a year:

- Following an accident/emergency
- To make a claim
- For glass breakage/damage
- For Breakdown Assistance (for **policyholders** who have purchased this cover)

For our joint protection telephone calls may be recorded and/or monitored.

# Welcome

Thank you for choosing to insure with Aviva. This policy forms part of your legal contract with **us** and defines exactly what **you** are covered against. Please refer to your **schedule** for confirmation of the level of cover **you** have chosen. **You** now have access to a great package of benefits and our motor claims service which is available 24/7, 365 days a year.

## Aviva Motor Claims Helpline

The Aviva motor claims helpline, 0800 678 999, offering help and assistance in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and operates 24 hours a day, 365 days a year.

It is designed to ensure any motoring problems **you** encounter are resolved swiftly and smoothly, keeping your motoring life as stress free as possible.

### If you need to claim

Simply phone our motor claims helpline and an Incident Manager will record details of the incident **you** describe. They will be able to confirm:

- whether your policy covers **you** for the incident.
  - please report all accidents to **us** immediately so **we** can tell **you** what to do next and help resolve any claim.
  - immediate claim reporting also allows **us** to manage our costs which helps keep your premiums down.
  - if **you** receive any contact from another party in relation to your claim please re-direct this to **us** and **we** will handle it on your behalf.
- any **excess** that **you** will have to pay.
- all the steps involved in the process of making a claim.

**You** will receive confirmation of your reported claim, all the administration at first notification is completed by **us** and **you** don't have the hassle of completing your own claim form.

### If you are involved in an accident

Telephone our motor claims helpline and if the incident is covered **we** will arrange for:

- your vehicle** to be recovered.
- a safe passage home or completion of **your vehicle** journey for **you** and your passengers.

If the incident is not covered under your policy **we** can still arrange to assist **you**. However, a charge will be made.

If **you** have selected Breakdown Assistance cover as indicated on your **schedule** and **you** require Breakdown Assistance, again call our motor claims helpline and **we** will arrange for RAC to be with **you** as soon as possible.

## **Important**

When telephoning our motor claims helpline, please try to have your policy number ready (as shown on your **schedule**). This will enable your Incident Manager to find your records quickly and provide the level of service that **you** expect. For our joint protection telephone calls may be recorded and/or monitored.

## **Additional Covers**

- Breakdown Assistance
- Replacement Van Cover

## **Customers with Disabilities**

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact your insurance adviser.

# Your Van from Aviva

## Contents

	Page
Welcome	2
Contract	7
Definitions	9
Cover summary	12
Loss of or damage to your vehicle	13
Your liability	16
Injury to you or your partner	20
Medical expenses	20
Personal belongings	21
Emergency treatment	21
No claim discount	22
Glass	23
Continental use	23
Replacement locks	24
Breakdown assistance	24
Replacement van cover	32
General exclusions	33
General conditions	35
Our promise of service	39

# Your Aviva policy

Wherever words or phrases appear in **bold** in this policy, they will have the meanings described in the Definitions section starting on page 9, unless otherwise shown for any policy section.

This policy booklet forms part of your legal contract with **us** and explains exactly what cover is provided. Your **schedule** shows the level of cover **you** have chosen.

## Choice of law

The law of England and Wales will apply to this contract unless:

- You** and **we** agree otherwise; or
- At the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Your cancellation rights

**You** have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive the policy or renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover.

To cancel, please contact your insurance adviser at the address shown on your **schedule**.

If **you** do not exercise your right to cancel your policy, it will continue in force and **you** will be required to pay the premium. For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of this policy booklet.

## Administration charge

**We** reserve the right to apply an administration charge of £10 (plus Insurance Premium Tax where applicable) for any adjustments **you** make to your policy.

## Additional covers – refund of premiums

If **you** have purchased additional cover options with this policy, a refund may not be available on those additional covers unless your insurance has not commenced, or **you** remove these or cancel within the 14 day cancellation period.

## Financial Services Compensation Scheme

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

## Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored.

# Contract of Insurance and Information and Changes we need to know about

## The contract of insurance

This policy is a contract of insurance between the **policyholder** and **us**. The **policyholder** enters into a contract with **us** when they agree to take out the policy on the terms and conditions **we** have offered and to pay the premium. It is the **policyholder's** responsibility to ensure that all **persons insured** are aware of the terms of this policy.

The following elements form the contract of insurance; please read them and keep them safe:

- Policy booklet.
- Information contained on your application and/or statement of fact document issued by **us**.
- Schedule.**
- Any **clauses** endorsed on this policy, as set out on your **schedule**.
- Certificate of motor insurance.**
- Any changes to your insurance policy contained in notices issued by **us** at renewal.
- The information under the heading "Important Information" which **we** provide to **you** when **you** take out or renew your policy.

In return for paying your premium, **we** will provide the cover shown on your **schedule** under the terms and conditions of this policy booklet during the **period of insurance**. Any changes agreed during the **period of insurance** will be treated as a continuation of the contract of insurance.

Our provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

## Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

- (i) For existing customers who pay monthly by direct debit to Aviva the **policyholder** enters into a new contract of insurance with **us** commencing on the cover start date shown on your renewal **schedule**.
- (ii) For existing customers who pay annually or monthly, other than as set out in paragraph (i) above, the **policyholder** enters into a new contract of insurance with **us** commencing on the date when the **policyholder** agrees to renew the policy and to pay the premium. **Persons insured** will be covered for the **period of insurance** shown on your renewal **schedule**.

## Information and changes we need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your policy.

Please tell your insurance adviser immediately to let us know if there are any changes to the information set out in the statement of fact, **certificate of motor insurance** or on **your**

**schedule.** You must also tell your insurance adviser immediately to let us know about the following changes:

- you** change **your vehicle**
- you** modify **your vehicle**
- the addition of drivers
- how **you** use **your vehicle** (e.g. change from social domestic and pleasure to business use)
- you** wish to increase your cover (e.g. change from third party only to comprehensive)
- you** sell **your vehicle**
- the address where **you** normally keep **your vehicle**
- if **you**, or anyone covered by this policy changes jobs, including part time
- you** or any driver of **your vehicle** is convicted of a motoring offence (including fixed penalty offences)
- you** or any driver of **your vehicle** suffers any physical or mental impairment that must be notified to the Driver and Vehicle Licensing Agency (DVLA) or the Driver and Vehicle Licencing Agency Northern Ireland (DVLANI).

If **you** are in any doubt, please contact your insurance adviser.

When **we** are notified of a change, **we** will tell your insurance adviser if this affects your policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by **you** is not complete and accurate:

- we** may cancel your policy and refuse to pay any claim, or
- we** may not pay any claim in full, or
- we** may revise the premium and/or change the compulsory **excess**, or
- the extent of the cover may be affected.

# Definitions

Wherever the following words or phrases appear in **bold** in this policy booklet, they will have the meanings described below:

## Accessories

Parts of **your vehicle** which are not directly related to how it works as a vehicle. This includes audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems providing they are permanently fitted to **your vehicle** and have no independent power source.

## Approved Repairer

A facility approved by **us** for the repair, damage assessment and/or storage of **your vehicle**.

## Certificate of motor insurance

The current document that proves **you** have the motor insurance required by the **Road Traffic Acts** to use **your vehicle** on a road or other public place. It shows who can drive **your vehicle** and what **you** can use it for.

The certificate of motor insurance does not show the cover provided.

## Clause

Changes in the terms of your policy. These are shown on your **schedule**.

## Excess

The amount **you** must pay towards any claim.

## Fire

Fire, self-ignition, lightning and explosion.

## Green Card

A document required by certain non-EU countries to provide proof of the minimum compulsory insurance cover required by law to drive in that country.

## Hazardous locations

- Power stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- Ministry of Defence premises
- Military bases
- Rail trackside
- Any other rail property to which the public do not have lawful access

## High category hazardous goods

Any substance within the following United Nations Hazard Classes:

- 1: Explosives
- 5.2: Organic peroxides
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials

## Ignition keys

Any key, device or code used to secure, gain access to and enable **your vehicle** to be started and driven.

## Loss of any limb

Severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

## Market value

The cost of replacing **your vehicle** with one of the same make, model, specification and condition.

## Period of insurance

The period of time covered by this policy, as shown on your **schedule** or until cancelled. Each renewal represents the start of a new period of insurance.

## Person insured/named driver

Person nominated by **you** as being a user (but not the main user) of any motor vehicle insured under this policy as described on your **schedule**, providing the **certificate of motor insurance** allows that person to drive **your vehicle**.

## Personal belongings

Personal property within **your vehicle**. This includes portable audio equipment, multi media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to **your vehicle**.

## Repair quality

Bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians) on repairs to **your vehicle** by our **approved repairer**.

## Road Traffic Acts

Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

## Schedule

The document which gives details of the cover provided.

## Territorial limits

Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

## Theft

Theft, attempted theft, or taking **your vehicle** without your consent.

## The insurer/we/us

Aviva Insurance Limited except where otherwise shown for any policy section.

## Trailer

Any drawbar trailer or semi-trailer.

## You/the insured/policyholder

The policyholder named on your **schedule**.

## Your partner

The husband or wife, or the domestic or civil partner of the **policyholder** living at the same address as the **policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

## Your vehicle

Any motor vehicle not exceeding 3.5 tonnes gross vehicle weight described on your **schedule** and any other motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that motor vehicle has been delivered to **you** in accordance with the Road Traffic Acts and remains effective.

Any motor vehicle not exceeding 3.5 tonnes gross vehicle weight loaned to **you** or a permitted driver shown on your **certificate of motor insurance** by a supplier **we** have nominated following a claim under the policy (applicable to Comprehensive cover only).

Any motor vehicle not exceeding 3.5 tonnes gross vehicle weight loaned to **you** or a permitted driver shown on your **certificate of motor insurance** for up to seven days by a garage, motor engineer or vehicle repairer while the motor vehicle described on your **schedule** is being either serviced, repaired or having an MOT test (applicable to Comprehensive cover only).

# Cover summary

	Cover	Comprehensive	Third Party Fire and Theft	Third Party Only	Page No
Section 1	Loss of or damage to your vehicle	✓	Fire and Theft Only	✗	13
	Vehicle recovery in the event of an accident or fire and theft	✓	Fire and Theft Only	✗	13
	Repair Guarantee	✓	Fire and Theft Only	✗	14
	New vehicle replacement	✓	✗	✗	14
	Uninsured driver promise	✓	✗	✗	15
Section 2	Your liability	✓	✓	✓	16
	Liability of other persons driving or using your car	✓	✓	✓	16
	Legal personal representatives	✓	✓	✓	17
	Legal costs	✓	✓	✓	17
	Cross liability and applications of limits	✓	✓	✓	17
	Duty of care – driving at work, legal costs	✓	✓	✓	17
Section 3	Injury to you or your partner	✓	✗	✗	20
Section 4	Medical expenses	✓	✗	✗	20
Section 5	Personal belongings	✓	✗	✗	21
Section 6	Emergency treatment	✓	✓	✓	21
Section 7	No claim discount	✓	✓	✓	22
Section 8	Glass	✓	✗	✗	23
Section 9	Continental use – compulsory insurance requirements	✓	✓	✓	23
Section 10	Replacement locks	✓	✗	✗	24
Section 11	Breakdown assistance	optional	✗	✗	24
Section 12	Replacement van cover	optional	optional	✗	32

# Section 1

## Loss of or damage to your vehicle

If **your vehicle** is lost, stolen or damaged, **we** will:

- repair **your vehicle** unless **you** notify **us** that **you** want **us** to pay someone else to repair it, or
- replace **your vehicle**, or
- pay **you** a cash amount equal to the loss or damage.

**We** may decide to use suitable parts or **accessories** not supplied by the original manufacturer.

The same cover applies to:

- accessories**.
- spare parts and components for **your vehicle** while these are in or on **your vehicle** or while in your private garage.

The most **we** will pay will be the **market value** of **your vehicle** at the time of the loss. If **we** know that **your vehicle** is still being paid for under a hire purchase or leasing agreement, **we** will pay any claim to the owner described in that agreement. Our liability under this section will then end for that claim.

## Vehicle recovery in the event of an accident or fire or theft

Within the **territorial limits** **we** can arrange for the protection and removal of **your vehicle**. In the event of an incident please ring our motor claims helpline and **we** will arrange for the following:

- Someone to come out and help. If **your vehicle** cannot be made roadworthy immediately it will be taken to our nearest **approved repairer**. This rescue service also applies if **you** have an accident in the Republic of Ireland (call 1800 535005).
- Your vehicle** can be taken to a repairer of your choice if this is nearer, but this may lead to delays in arranging the repairs to **your vehicle**.
- Transport home or completion of journey for the driver and passengers.
- The onward transportation of any messages on your behalf.
- Delivery of **your vehicle** back to your address within the **territorial limits** after the repairs have been carried out.

In providing accident recovery assistance **we** will use our reasonable care and skill when providing the service. **We** can, however, cancel services or refuse to provide them if, in our opinion, the demands made are excessive, unreasonable or impractical.

## Repair Guarantee

**We** will provide a lifetime guarantee on **repair quality** carried out on **your vehicle** by our **approved repairer** for as long as **your vehicle** is continuously insured with **us** by **you** and maintained in a roadworthy condition.

If a valid contract of insurance is no longer held with **us**, **we** will continue to guarantee the **repair quality** carried out on **your vehicle** by our **approved repairer** for a period of three years from the date of completion of the repairs or for the remainder of the original manufacturers warranty for **your vehicle** if greater than three years.

All parts fitted to **your vehicle** by our **approved repairer** will be covered for the duration of the guarantee provided by the part manufacturer/supplier.

## Exclusion to Repair Guarantee

**We** will not pay for damage under the Repair Guarantee arising from deterioration and wear and tear or parts and component failures.

## New vehicle replacement

**We** will replace **your vehicle** with a new vehicle of the same make, model and specification (if one is available in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man) if, within six months of **you** or **your partner** buying **your vehicle** from new:

- any repair cost or damage in respect of any one claim covered by the policy is more than 60% of **your vehicle's** list price in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man (including vehicle tax and VAT) when **your vehicle** was purchased, or
- your vehicle** is stolen and not recovered.

**We** will only replace **your vehicle** if **you** or **your partner**:

- purchase it outright or buy it under a hire purchase agreement, or other type of agreement where ownership passes to **you** or **your partner** and the Financing Company agrees, and
- are the first registered keepers of **your vehicle** or are the second registered keepers of **your vehicle**, where **your vehicle** has been pre registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by **you** or **your partner**, the mileage was less than 250 miles.

Important Note: If **you** or **your vehicle** do not meet the qualifying criteria set out, or **you** do not wish **us** to replace **your vehicle** with a new vehicle of the same make, model and specification, the most **we** will pay will be the **market value** of **your vehicle** at the time of loss or damage.

Vehicles sold as 'ex-demonstrators' and 'nearly new' do not qualify for replacement under this section.

## Excesses

If **your vehicle** is lost, stolen or damaged, the **excess** must be paid, no matter how the loss or damage happened.

The **excess** applicable to accidental damage, **fire** and **theft** claims is £150.

The **excess** shown below will apply as well as any other **excess** for damage claims, while the person driving **your vehicle** is:

	Excess amount
(a) Aged 20 or under	£300
(b) Aged 21 to 24	£200

The **excess** applied to glass claims can be found in Section 8 – Glass, of this policy booklet.

## Uninsured Driver Promise

If the driver of **your vehicle** is involved in an accident caused by an uninsured driver, **we** will refund the amount of any **excess you** have had to pay. **We** must be provided with the:

- vehicle registration and the make/model of the other vehicle, and
- other vehicle's driver's details.

This promise only applies where the driver of **your vehicle** was not at fault for the accident.

## Exclusions to Section 1

**We** will not pay for:

- (1) loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
- (2) mechanical, electrical or electronic failure, breakdown or breakage.
- (3) computer and equipment failure or malfunction.
- (4) loss or damage arising from **theft** while:
  - (a) the **ignition keys** of **your vehicle** have been left in or on **your vehicle**.
  - (b) **your vehicle** has been left unattended with the engine running.
- (5) damage to tyres by braking or by punctures, cuts or bursts.
- (6) loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- (7) loss of value following repair.
- (8) loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- (9) where **your vehicle** is equipped for the cooking or heating of food or drink, loss or damage by **fire** caused directly or indirectly from use of the cooking or heating equipment.

# Section 2

## Your Liability

**We** will insure **you** for all amounts which **you** may have to pay as a result of **you** being legally liable for an accident causing:

- (1) another person's death or injury
- (2) damage to another person's property up to a maximum of £2,000,000 for any one claim or all claims arising from any one incident caused by
  - (a) **your vehicle** including loading and unloading
  - (b) any **trailer** while it is being towed by **your vehicle**.

The amount payable under (2) above for damage to property is limited to £1,200,000 while **your vehicle** is:

- (i) carrying any **high category hazardous goods**.
- (ii) being used or driven at any **hazardous locations** other than in an area designated for access or parking by the general public.

## Liability of other persons driving or using your vehicle

Cover under this section will also apply on the same basis for the following persons:

- Any person **you** give permission to drive **your vehicle** provided that your **certificate of motor insurance** allows that person to drive **your vehicle**.
- Any person **you** give permission to use (but not drive) **your vehicle**, but only while using it for social, domestic and pleasure purposes.
- Any passenger travelling in or getting into or out of **your vehicle**.

## Insurance for the owner of the vehicle (leasing or contract hiring agreements)

If **we** know **your vehicle** is the subject of a leasing or contract hire agreement between **you** and the owner of **your vehicle**, **we** will insure the owner in the same way that **we** will insure **you** under this section if there is an accident while **your vehicle** is let, on hire or leased under the agreement, as long as **your vehicle** is:

- not being driven by the owner,
- not being driven by a person who is employed by the owner, or
- in the charge of but not being driven by the owner or any person who is employed by the owner, and
- the owner cannot claim under another policy, and
- the owner follows the terms, exclusions and conditions of this policy as far as they can.

## Legal personal representatives

In the event of the death of anyone who is insured under this section **we** will protect his or her legal personal representatives against any liability that the deceased person had, which is covered by this section.

## Legal costs

**We** will pay the fees and disbursements of any legal representative **we** agree to, to defend anyone **we** insure under this section, following any incident which is covered under this section:

- at a coroner's inquest.
- at a fatal accident inquiry.
- in any proceedings brought under the **Road Traffic Acts** or equivalent European Union legislation.

**We** will not pay representation for:

- a plea of mitigation (unless the offence **you** are charged with carries a custodial sentence).
- appeals.

## Cross liability and applications of limits

Where there is more than one person or company covered within the terms of this policy, cover under this policy will apply as if each one had been issued with their own separate Aviva policy. However the most **we** will pay for all claims arising from one originating cause in respect of damage to another person's property will not exceed the amount shown in Section 2 – Your liability.

## Duty of Care – driving at work, legal costs

**We** will pay:

- your legal fees and expenses incurred with our written consent for defending proceedings including appeals
- costs of prosecution awarded against the defendant arising from any health and safety inquiry or criminal proceedings for any breach of the:
  - Health and Safety at Work etc. Act 1974
  - Health and Safety at Work (Northern Ireland) Order 1978
  - Corporate Manslaughter and Corporate Homicide Act 2007

The limits of cover in respect of such legal fees, expenses and costs are:

- (a) Health and Safety at Work etc. Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – £100,000
- (b) Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited

**We** will not pay:

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within the **territorial limits** and in connection with the business.
- (2) unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of any motor vehicle or **trailer** in circumstances where compulsory insurance or security is required by the **Road Traffic Acts**.
- (3) in respect of proceedings which result from any deliberate act or omission by **you** or any **named driver**.
- (4) where cover is provided by another insurance policy.

## **Exclusions to Section 2**

**We** will not pay for:

- (1) any claim if any **person insured** under this section does not keep to the terms and conditions of this policy. The cover will also not apply if the **person insured** can claim under another policy.
- (2) the death of, or injury to any employee of the **person insured** which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the **Road Traffic Acts**.
- (3) loss or damage to property that:
  - (a) belongs to or is in the care of any **person insured** who claims under this section, or
  - (b) is being carried in **your vehicle**.
- (4) damage to any motor vehicle covered by this section.
- (5) loss, damage, injury or death while any motor vehicle is being used on:
  - (a) that part of an aerodrome or airport used for aircraft taking off or landing,
  - (b) aircraft parking areas including service roads,
  - (c) ground equipment parking areas, or
  - (d) any parts of passenger terminals within the Customs examination area,unless **we** must provide cover under the **Road Traffic Acts**.
- (6) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** are obliged by the **Road Traffic Acts** to provide insurance:
  - (a) Terrorism

Terrorism is defined as any act or acts including, but not limited to:

- (i) the use or threat of force and/or violence and/or
- (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes.

- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of 6 (a) and (b), where **we** are obliged by the **Road Traffic Acts** to provide insurance the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a motor vehicle or motor vehicles driven or used by **you** or any **person insured**, for which cover is provided under this section, will be:

- (i) £2,000,000 in respect of all claims resulting directly or indirectly from one originating cause, or
  - (ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the **Road Traffic Acts**.
- (7) loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered under the **Road Traffic Acts**.

For the purposes of this exclusion pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.

- (8) death or injury of any person caused by:
  - (a) food poisoning, or
  - (b) anything harmful contained in goods supplied, or
  - (c) any harmful or incorrect treatment given at or from **your vehicle**.

# Section 3

## Injury to you or your partner

If **you** or **your partner** suffer accidental bodily injury in direct connection with **your vehicle** or while getting into, out of or travelling in any other motor vehicle, not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay £2,500 if, within three months of the accident, the injury is the sole cause of:

- death.
- irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears.
- **loss of any limb.**

The most **we** will pay any one person after any accident is £2,500.

The most **we** will pay any one person during any one **period of insurance** is £5,000.

If **you** or **your partner** have any other policies with **us** in respect of any other motor vehicle or motor vehicles the injured person will only be able to claim these benefits under one policy.

## Exclusion to Section 3

**We** will not pay for death or bodily injury arising from suicide or attempted suicide.

# Section 4

## Medical expenses

If **you** or any other person in **your vehicle** is injured as a direct result of **your vehicle** being involved in an accident, **we** will pay for:

- the medical expenses arising in connection with that accident. The most **we** will pay for each injured person is £100.

The cover under this section applies irrespective of fault.

# Section 5

## Personal belongings

**We** will pay **you** (or at your request, the owner) for loss or damage to **personal belongings** caused by **fire, theft** or accidental means while the **personal belongings** are in or on **your vehicle**.

The maximum amount payable for any one incident is £100. A claim can only be made under this section when also making a valid claim which is accepted under Section 1 – Loss of or damage to your vehicle.

## Exclusions to Section 5

**We** will not pay for:

- (1) money, stamps, tickets, documents or securities (such as share and premium bond certificates).
- (2) goods or samples, tools of trade, ropes or tarpaulins carried in connection with any trade or business.
- (3) tools.

# Section 6

## Emergency treatment

**We** will reimburse any person using **your vehicle** for payments made under the **Road Traffic Acts** for emergency medical treatment.

A claim solely under this section will not affect your no claim discount.

# Section 7

## No claim discount

If no claim is made under your policy during the **period of insurance**, **we** will increase your no claim discount at your next renewal in line with the scale **we** apply at the time.

Where a claim has been made, **we** may reduce your no claim discount in line with the scale **we** apply at the time.

If a claim is made which is not your fault and **we** have to make a payment, **we** will reduce your no claim discount unless **we** can recover all sums **we** have paid from those responsible, except where:

- the accident was not your fault and the driver who caused it was uninsured and **you** have provided **us** with:
  - the vehicle registration and the make/model of the other vehicle, and
  - the other vehicle's driver's details, or
- **you** have protected no claim discount as shown on your **schedule**.

If your renewal is due and investigations into a claim are still on-going, **we** may reduce your no claim discount. Once our investigations are complete and **we** have confirmed that the accident was solely the fault of another driver, **we** will restore your no claim discount and refund any extra premium **you** have paid.

**We** do not grant no claim discount for policies running for less than twelve months. If **we** allow **you** to transfer this policy to another person, any no claim discount **you** have already earned will not apply to the person to whom the policy is being transferred.

## Note

**We** will not reduce your no claim discount where the only payments made are for:

- emergency medical treatment under the **Road Traffic Acts** as provided under Section 6 – Emergency treatment.
- repairing or replacing glass in **your vehicle's** windscreen, sunroof or windows (or for any scratches on the bodywork caused by the broken glass) under Section 8 – Glass.
- replacing locks, alarms or immobilisers following your **ignition keys** being lost or stolen as provided under Section 10 – Replacement locks.

Third parties may claim directly against **us** as insurer in the event of an accident, involving **your vehicle** as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.

**You** are reminded of your responsibilities to report any accident, injury, loss or damage to **us** as soon as possible so **we** can tell **you** what to do next and help resolve any claim.

# Section 8

## Glass

**We** will pay for the replacement or repair of the glass in **your vehicle's** windscreen, sunroof or windows if it is lost or damaged or the bodywork of **your vehicle** suffers scratching arising solely from the breakage of glass.

**You** must telephone our motor claims helpline, 0800 678 999, before any work is carried out. **We** will direct **you** to an **approved repairer**.

**You** will have to pay the first £75 of the cost of glass replacement.

If the glass is repaired rather than replaced the **excess** will not apply.

A claim solely under this section will not affect your no claim discount.

# Section 9

## Continental use and compulsory insurance requirements

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union.
- any country which the Commission of the European Communities is satisfied has made arrangements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

Countries include;

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein). The level of cover provided will be the minimum needed to follow the laws on the compulsory insurance of motor vehicles of the country in which the accident happens. Where the level of cover in any European Union Member State is less than that provided by the legal minimum requirements of Great Britain, the level of cover that applies in Great Britain will apply in that Member State.

## If you take your vehicle abroad

The cover described above only meets the minimum legal requirements while **you** are abroad. If **you** ask **us**, **we** can extend your policy to provide the same level of cover in the rest of the European Union and certain other European countries as **you** have within the **territorial limits**. To get this cover **you** must give your insurance adviser details of the trip. Your adviser will arrange for a **clause** to be added to your policy to provide this cover, and will (where appropriate) give **you** a **Green Card** and tell **you** the extra premium **you** will have to pay.

# Section 10

## Replacement locks

If your **ignition keys** are lost or stolen **we** will pay the cost of replacing the:

- affected locks,
- lock transmitter and central locking interface,
- affected parts of the alarm an/or immobiliser,

provided that **you** can establish to our reasonable satisfaction that the identity or garaging address of **your vehicle** is known to any person who may have stolen or found your **ignition keys** and the value of the claim does not exceed the **market value** of **your vehicle**.

In the event of any claim under this section, the courtesy and hire car benefits under Section 1 are applicable.

A claim solely under this section will not affect your no claim discount.

# Section 11

## Breakdown assistance

The cover and services explained in this section only apply if they are shown on **your schedule**.

## Terms and Conditions

If the service **you** require is not provided for under this section, **we** will try, if **you** wish, to arrange it at **your** expense. The terms of, and any payment for, any such service are a matter for **you** and the supplier and **we** will not act as an agent.

## Definitions

Wherever the following words or phrases appear in **bold** in this Section 11, they will have the meanings described below:

### Accident

An accidental crash immobilising **your vehicle**.

### Breakdown

Unforeseen mechanical or electrical failure during the **period of insurance** in the **United Kingdom** which has either immobilised **your vehicle** or made **your vehicle** unsafe to drive.

## Claim

A call/claim for assistance under this policy section.

## Home

**your** permanent residence in the **United Kingdom**.

## Resident of the United Kingdom

A person living permanently in the **United Kingdom** or a person employed by a company having its registered office in the **United Kingdom**.

## Specialist Equipment

Equipment not carried by **RAC** patrols or **RAC** contractors and includes but is not limited to winching and specialist lifting equipment.

## The party/Your party

The persons (including **you**), travelling with **you** in **your vehicle**.

## United Kingdom

England, Scotland, Wales, Northern Ireland and for the purpose of this section includes Jersey, Guernsey and the Isle of Man.

## Vehicle Licensing Agency

The Driver and Vehicle Licensing Agency (DVLA), Swansea, SA6 7JL, responsible for registration of vehicles in the **United Kingdom** and the equivalent authority in Northern Ireland for vehicles in Northern Ireland, or the Isle of Man Department of Transport for customers living on the Isle of Man.

## We/our/us/RAC

RAC Motoring Services and/or RAC Insurance Limited.

## You/your

the person or persons named on **your schedule** or any other person driving **your vehicle** with the owners consent.

## How to obtain assistance in the United Kingdom

If **your vehicle** breaks down please follow these simple steps:

- call **0800 678 999**
- have to hand **your** policy number and the registration number of **your vehicle**.
- advise the incident manager of the location of **your vehicle** and the nature of the fault.

**RAC** will then advise how to proceed and what form of assistance would be the most appropriate.

**You** must make **RAC your** first point of contact. Please do not go ahead and make **your** own arrangements as **RAC** cannot reimburse costs incurred without prior authorisation.

Calls may be recorded and/or monitored. **Policyholders** with hearing difficulties can contact **RAC** using a Text Phone and prefix the relevant number with **18001** to be connected to Ttypetalk or use the SMS facilities on **07855 828282**.

The telephone numbers are correct at the time of printing. The date is detailed on the back cover of this policy wording.

Cover for services in the **United Kingdom** applies to **your vehicle** as described on **your schedule**.

### Services in the United Kingdom

Cover applies to **vehicles** registered with the relevant **Vehicle Licensing Agency** only.

#### Roadside assistance

- if **you** are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a **breakdown to your vehicle**, **we** will send an **RAC** patrol or contractor to help **you**.
- **we** will try to repair **your vehicle** at the roadside. Roadside includes labour at the scene of the **breakdown** (but not labour at any garage to which **your vehicle** is taken).
- if **we** cannot repair **your vehicle** at the roadside or if **we** believe repairs are unwise or cannot be completed within a reasonable time, **we** will take **your party** and **your vehicle** to a destination of **your** choice within 10 miles of the scene of the **breakdown**. If **you** wish for **your vehicle** to be taken to any other destination, **you** will have to pay for the towage costs for the whole distance,
- if **you** need to leave **your vehicle** at the garage **we** will reimburse **you** for taxi fares up to 20 miles (a receipt must be obtained).

#### Exclusions to Roadside:

- (1) **breakdowns** which would be prevented by routine servicing of **your vehicle**.
- (2) routine servicing of **your vehicle**.
- (3) **breakdown** caused by or following an **accident, fire, theft** or act of vandalism. If **you** call **us** for assistance following such an incident **you** will be liable to pay **us** for removal. (Subject to the terms of **your vehicle** insurance policy, **you** may be able to reclaim these costs through Aviva Insurance Limited).
- (4) any labour other than that incurred at the roadside including, without limitation, garages.
- (5) the cost of replacement tyres and glass.
- (6) the cost of ferry crossings, road toll and congestion charges.
- (7) missing or broken **keys**. If **you** contact **RAC** **you** will be charged for assistance and any additional costs should **RAC** arrange for a locksmith to attend.
- (8) vehicles being demonstrated or delivered by motor traders, or used under trade plates.
- (9) **repairs to your vehicle**, if in the reasonable opinion of **our** patrol or contractor, it had broken down or was not roadworthy before **you** took out **your** policy.
- (10) any **breakdown** which occurs within a quarter of a mile of **your home**.
- (11) contaminated fuel problems. **We** will arrange for **your vehicle** to be taken to a local garage for assistance but **you** will have to pay for the work carried out.
- (12) the cost of parts, fuel or other supplies.
- (13) any storage charges incurred for **your vehicle** when **you** are using **our** services.

- (14) the tow or transport of any **vehicle**, which, in **our** reasonable opinion, is loaded beyond its legal limit.
- (15) any vehicle in a position where we cannot on it, tow it, or wheels have been removed, **we** can arrange to rectify this but **you** will have to pay the costs involved.
- (16) any animals in **your vehicle**, please note that their onward transportation is at **our** discretion and solely at **your** risk. **We** will not insure any animal, including livestock in transit, during any onward transportation **we** undertake.

### Recovery

Recovery has the same terms and conditions as Roadside assistance but with the following variations:

- if **we** cannot get **your vehicle** repaired locally within what **we** deem to be a reasonable time, **we** will take **your vehicle** and **your party home** or to a single address anywhere within the **United Kingdom**.
- an adult must accompany any child under the age of 16.
- you** can use Recovery if **you** are ill. **You** must show **us** a doctor's medical certificate confirming **your** inability to drive (in these cases, **we** will provide this service as **we** see fit).
- residents of Northern Ireland are also entitled to be recovered from the Republic of Ireland.

### Recovery does not include:

- (1) repairs to **your vehicle**, if in the reasonable opinion of **our** patrol contractor, it had broken down or was not roadworthy before **you** took out **your** policy.
- (2) the use of Recovery as a way to avoid paying repair costs.
- (3) a second recovery if:
  - (a) the original fault has not been repaired properly by a party other than **RAC**, or
  - (b) **RAC** have advised **you** that it is a temporary repair, or
  - (c) the desired destination cannot accept **your vehicle** due to company opening hours or other restrictions.

Note: If a second recovery is required, this service can be provided but a charge will be made dependent on the service required, time of day and distance. These charges will be payable by credit/debit card prior to the relevant service being provided.

- (4) service within 24 hours of commencement of this policy.

### At home

At home has the same terms and conditions as Roadside assistance but with the following variation:

- at home allows **you** to use Roadside assistance within a quarter of a mile of **your home** address or where **you** normally keep **your vehicle**.

### At home does not cover:

- (1) the rectifying of failed or attempted repairs.
- (2) the reimbursement of taxi fares.
- (3) service within 24 hours of commencement of this **policy**.
- (4) recovery of **your vehicle**.

## Policy requirements and limitations

### Credit card details

**We** will require **your** credit card details if **we** arrange a service for **you** which is not covered by the terms and conditions or if it exceeds the limits set out in the section entitled 'Terms and Conditions'. If **you** do not provide **us** with **your** credit card details **RAC** will not be able to provide certain services which will be notified to **you** when credit card details are requested.

### Caravans and trailers

The **vehicle** restrictions in this section apply equally to caravans and trailers except that the maximum length of the caravan and/or trailer must not exceed 7.6m. If **your vehicle** which has suffered a **breakdown** is towing a caravan or trailer and **we** provide recovery, the caravan or trailer will be recovered together with **your vehicle** to a single destination.

**We** do **our** best to find solutions to motoring problems, but **we** regret **we** cannot arrange a replacement caravan or trailer in the event of **breakdown** or **accident** damage which cannot be repaired.

### Unforeseeable losses or events

Except in relation to any **claim you** may have for death or personal injury, if **we** are in breach of the arrangements under this **section we** will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contracts, or for any business losses.

**We** do not guarantee the provision of any of the benefits under this section, if there is anything beyond **our** reasonable control or the reasonable control of any service provider which prevents **us** or a service provider from providing that benefit. Benefits may be refused if **you** or any of **your party** behaves in a threatening or abusive way to any persons providing service under this section.

### Taxi bookings

In some circumstances it can be quicker and easier for **you** to arrange a taxi. **We** may ask **you** to make **your** own arrangements for taxi service. If so please send **your** receipts to **us** and **we** will reimburse **you**.

### Battery related faults

For battery related faults **your** entitlements are as follows:

**RAC's** initial attendance for a battery related fault is included in **your** entitlement.

- the fitting of any parts or batteries purchased by **you** prior to our attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.

- RAC will test **your** battery at that initial **breakdown** attendance. If the battery is no longer serviceable and so fails the test **you** will be advised to replace it.
- if a condemned (non serviceable) battery is not replaced, **We** may provide further assistance to a battery related fault but in this case a separate charge will apply. The charge will be payable by credit or debit card before assistance can be arranged.

### General Exclusions (Service in the **United Kingdom**)

In addition to any limits and exclusions noted elsewhere in this section, **we** will not cover

- (1) costs for anything which was not caused by the incident **you** are claiming for.
- (2) **breakdowns** in the **United Kingdom** resulting **accidents**, vandalism, **fire** or **theft**.
- (3) **vehicles** which have broken down as a result of taking part in any motor sport event (including, without limitations rallies or stock car racing) which takes place off the road and/or is not subject to the normal rules of the road. However, **vehicles** participating in any event (such as a treasure hunt, touring assembly or navigational road rally), which takes place on, and comply with the normal rules of the road will be covered.
- (4) any **claim** if **your vehicle** suffers a **breakdown** at a motor traders premises, garage or premises offering vehicle repair.
- (5) the cost of all parts, garage, labour or other costs in excess of the limits set out in this section entitled 'Terms and Conditions'.
- (6) loss caused by any delay, whether the benefit or service is being provided by **us** or someone else (for example a garage, hotel, car hire company, carrier).
- (7) routine servicing of **your vehicle**.
- (8) the cost of a tyre specialist. **We** will arrange for **your vehicle** to be taken to a nearby garage for assistance but **you** will have to pay for any work carried out on **your vehicle**. Any other **recovery** may be arranged but **you** will be liable for any additional costs.
- (9) the cost of a locksmith if **you** lose, break or lock **your** keys in **your vehicle**. If **we** are unable to open **your vehicle**, **we** will arrange for a locksmith to attend where available but **you** will be responsible for the costs. If a locksmith is not available, **we** will arrange for **your vehicle** to be taken to a nearby garage for assistance but **you** will have to pay for any work carried out on **your vehicle**. Any other **recovery** may be arranged but **you** will be liable for any additional costs.
- (10) any **claim** caused directly or indirectly by the overloading of **your vehicle** and any trailer.
- (11) any **claim** if **your vehicle breaks down** due to:
  - (a) running out of oil or water;
  - (b) frost damage;
  - (c) rust or corrosion;
  - (d) tyres which are not roadworthy;
  - (e) using the incorrect fuel.

- (12) any **claim** caused directly or indirectly by the effect of intoxicating liquors or drugs.
- (13) any **claim** where **your vehicle** is being driven by persons who do not hold a full **United Kingdom** driving licence or other recognised and accepted driving licence valid for use in the **United Kingdom**.
- (14) any **claim** which **you** have made successfully under any other insurance policy held by **you**. If the value of **your claim** is more than the amount **you** can **claim** from **your** other insurance **we** may pay the difference subject to these limits and exclusions.
- (15) the cost of any transportation, accommodation or care of any animal. Any onward transportation is at **our** discretion and solely at **your** risk. **We** will not insure any animal during any onward transportation **we** may undertake.
- (16) any **claim** outside the **period of insurance**.
- (17) any **vehicle** not conforming to the following specifications:
  - (a) maximum legal laden weight of 3,500 kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM);
  - (b) maximum overall dimensions of: length 5.5m; height 3m; width 2.3m (all including any load carried).

The maximum length of trailers must not exceed 7.6m. If **your vehicle** which has suffered a **breakdown** is towing a trailer and **we** provide recovery, the trailer will be recovered together with **your vehicle** to a single destination. Other than as set out above, trailers are not covered under this section.

- (18) any **claim** by **you** unless **you** are a **resident** of the **United Kingdom** and **your vehicle** is registered with the relevant **Vehicle Licensing Agency**.
- (19) any vehicle carrying more persons than recommended by the manufacturer. Each person must occupy a separate fixed seat fitted during **vehicle** construction and to the manufacturer's specification.
- (20) **your vehicle** if it is unattended.
- (21) any **personal belongings** left in **your vehicle** or in any caravan or trailer or any other item being towed by or used in conjunction with **your vehicle**. **Personal belongings** are **your** responsibility.
- (22) **specialist equipment** costs. **We** will however arrange for the specialist services if needed, but **you** will have to pay for any additional costs to the contractor.
- (23) any costs which are not directly covered by the terms and conditions of this policy section.
- (24) vehicles which were broken down/had suffered a **breakdown** or were unroadworthy at the inception of **your** policy.
- (25) it is a legal requirement that vehicles used or recovered with their wheels in contact with the public highway must have a valid current excise licence. Where no current excise licence is displayed **we** will attempt to repair **your vehicle** at the roadside but will not provide any other service or benefit.

The above is not applicable to those vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994 or under Section 5 of the Vehicle Duty Order 2010 on the Isle of Man. For further information please contact either DVLA at [www.dvla.gov.uk](http://www.dvla.gov.uk) or Vehicle Licensing, Dept of Transport for Isle of Man at [www.gov.im/transport/highways/dandv/welcome.xml](http://www.gov.im/transport/highways/dandv/welcome.xml)

(26) the costs of any parts provided by **RAC** to repair **your vehicle** at the roadside must be paid in full by credit/debit card at time of **breakdown** before work can commence.

### Caring For Our Customers

**We** are committed to providing you with the highest standard of service and customer care. **We** realise, however, there may be occasions when **you** feel **you** did not receive the standard of service **you** expected. Should **you** have cause for complaint about any aspect of the service **we** have provided to **you** and **you** have already called Customer Services, who have been unable to resolve the matter to **your** complete satisfaction, please contact **us** at the relevant address indicated and **we** will work with **you** to resolve **your** complaint.

**We** will deal promptly with **your** query. Unless **we** can satisfactorily resolve **your** complaint within 24 hours **we** will send **you** an acknowledgement within five working days, along with a leaflet outlining **our** complaints procedures. In the unlikely event that **we** cannot resolve **your** complaint to your satisfaction, depending on the product and the nature of **your** complaint **you** may refer **your** concerns to the Financial Ombudsman Service. If **you** wish to refer **your** complaint to the Financial Ombudsman Service, this must be done within 6 months of **our** final response letter.

Here are there contact details:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Telephone: **0300 123 9 123**

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

Please quote **your** full name, contact telephone number and policy number and where applicable **your vehicle** registration number in any communication.

If **you** have used **our breakdown** service and are dissatisfied with any aspect of the service, please bring the complaint to **our** attention as soon as **you** can (if possible, within 28 days of becoming aware of it). This does not affect **your** statutory rights to take legal action or exercise any other legal remedy.

Please write to **us** at: Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ or email: [breakdowncustomercare@rac.co.uk](mailto:breakdowncustomercare@rac.co.uk)

If **you** are dissatisfied with any other aspect of the services provided to **you** please contact your insurance adviser

An acknowledgement that **your** complaint has been received will be sent to **you** within 5 working days following which **your** complaint will be investigated on behalf of the Chief Executive.

# Section 12

## Replacement van cover

This section applies if **you** have chosen replacement van cover as shown on your **schedule**.

If an insured incident has been reported to **us**, a claim (not including glass) has been made for that vehicle and **your vehicle** is not available for **you** to use, the supplier will supply a replacement vehicle for up to seven days until:

- your vehicle** is recovered;
- your vehicle** is repaired; or
- we** make a settlement offer (where **your vehicle** is beyond economical repair);

if this happens before the end of the seven-day period.

During this period the vehicle will be insured as a replacement vehicle under this policy. However, if cover on **your vehicle** is restricted to third party fire and theft, the cover on the replacement vehicle will be increased to comprehensive cover. All sections of the policy except Section 11 – Breakdown assistance, will then apply. Any incident relating to the replacement vehicle may affect your no claim discount.

**You** will be responsible for:

- the cost of fuel used.
- collection and delivery charges (if they apply).
- any charges for fitting **accessories**.
- any **excess** which **would** have applied to **your vehicle** which is temporarily replaced, and
- all charges and costs where the vehicle is on hire for more than seven days in a row.

The replacement vehicle will be a:

- car-derived van (a van styled on the car equivalent) if **your vehicle** is a light goods vehicle up to 1.8 tonnes gross vehicle weight, or
- panel van if **your vehicle** is a light goods vehicle between 1.8 and 3.5 tonnes gross vehicle weight.

Replacement vehicles supplied under this section will be of standard type and will not include:

- specialised vehicles such as pick-up trucks, tippers or refrigerated vans, or
- any trailers, semi-trailers or caravans.

## Returning replacement vehicles

The replacement vehicle will be supplied on the condition that **you** will return it to the depot which supplied it unless alternative arrangements have been made with the supplier.

# General exclusions

General exclusions apply to the whole of your Aviva policy

**We** will not pay for:

- (1) any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
  - (a) used otherwise than for the purposes described under the 'Limitations as to use' section of your **certificate of motor insurance**, or
  - (b) driven by or is in the charge of any person for the purposes of being driven who, or
    - is not described under the section of your **certificate of motor insurance** headed 'Permitted Drivers', or
    - does not have a valid and current licence to drive **your vehicle**, or
    - is not complying with the terms and conditions of the licence, or
    - does not have the appropriate licence for the type of vehicle.

**We** will not withdraw this cover,

- (i) while **your vehicle** is in the custody or control of:
    - a member of the motor trade for the purposes of maintenance or repair, or
    - an employee of a hotel or restaurant or car parking service for the purpose of parking **your vehicle**.
  - (ii) if the injury, loss or damage was caused as a result of the **theft** of **your vehicle**.
  - (iii) by the reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
- (2) any liability **you** have agreed to accept to the extent **you** would have had if that agreement did not exist.
  - (3) (a) loss or destruction of, or damage to, any property or associated loss or expense, or any other loss, or
    - (b) any legal liability that is directly or indirectly caused by, contributed to by or arising from:
      - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
      - (ii) the radioactive, toxic explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(4) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

- (a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, assuming the proportions of or amounting to an uprising, military or usurped power.
- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

except to the extent that it is necessary to meet the requirements of the **Road Traffic Acts**.

(5) any accident, injury, loss or damage if **your vehicle** is registered outside the **territorial limits**.

# General conditions

General conditions apply to the whole of your Aviva policy

## Claims procedure

(1) **You** must report any accident, injury, loss or damage to **us** as soon as possible so **we** can tell **you** what to do next and help resolve any claim.

If **you** receive any contact from another party in relation to your claim, please re-direct this to **us** and **we** will manage it on your behalf.

**You** or anyone acting on your behalf must also let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of an incident or if there is to be an inquest or a fatal accident inquiry.

(2) **You** or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent.

If **we** want to, **we** can take over and conduct in your name or that of the person claiming under the policy the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **we** have made under this policy.

**We** shall have full discretion in the conduct of any proceedings or the settlement of any claim.

The person who is seeking payment under this policy shall give **us** all the relevant information, documents and assistance **we** require to enable any claim to be validated for **us** to achieve a settlement or pursue a recovery.

Below are some examples of what we may request. However, we may also ask for other information, documents and assistance relevant to your claim.		
Information	Documents	Assistance
<ul style="list-style-type: none"> <li><input type="checkbox"/> Details of third parties and witnesses</li> <li><input type="checkbox"/> Statement of events relating to your claim</li> <li><input type="checkbox"/> Sketch or photograph of the accident scene</li> <li><input type="checkbox"/> Correspondence received from another party (including court papers)</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Driving licence</li> <li><input type="checkbox"/> Proof of identity and address</li> <li><input type="checkbox"/> Vehicle documentation such as V5, MOT and proof of purchase</li> <li><input type="checkbox"/> Receipts and invoices</li> <li><input type="checkbox"/> Finance documents</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Attendance at court</li> <li><input type="checkbox"/> Meetings with solicitors or <b>us</b></li> </ul>

(3) **You** must notify the police as soon as reasonably possible if **your vehicle** is lost, stolen or broken into.

## Cancelling this policy

### (4a) Your right to cancel

Following the expiry of your 14 day statutory cooling off period **you** continue to have the right to cancel this policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover. If **you** cancel your policy **we** will also charge a fee of £25.00 (plus Insurance Premium Tax where applicable) to cover our administrative costs.

To cancel, please contact your insurance adviser at the address shown on your **schedule**.

### (4b) Our right to cancel

**We** (or any agent **we** appoint and who acts with our specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least 7 days' written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium (including non payment of instalments under an Aviva monthly Credit facility). If premiums or instalment payment(s) are not paid when due **we** will write to **you** requesting payment by a specific date. **We** will give **you** at least 14 days' notice in writing if **we** intend to cancel due to non-payment under an Aviva monthly credit facility. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Where the **persons insured** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects our ability to process a claim or defend our interests. See the 'Claims procedure' section of the General Conditions in this policy booklet.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the "Contract of Insurance and Information and Changes **we** need to know about" section of this policy booklet and the separate 'Important Information' notices supplied.

If **we** cancel the policy under this section **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If **we** cancel the policy **we** will also charge a fee of £25.00 (plus Insurance Premium Tax where applicable) to cover **our** administrative costs.

**Important Note:** The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

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

### Other insurance

- (5) If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, **we** will only pay our share of the claim. This condition does not apply to personal accident benefits under Section 3 – Injury to you or your partner, which will be paid as indicated under that section.

This provision will not place any obligation upon **us** to accept any liability under Section 2 – Your liability which **we** would otherwise be entitled to exclude under exclusion 1 to Section 2.

### Your duty to prevent loss or damage

- (6) **You** shall at all times take all reasonable steps to safeguard **your vehicle** from loss or damage.

**You** shall maintain **your vehicle** in a roadworthy condition.

**You** will allow **us** to have free access to examine **your vehicle** and **trailer** at all times.

### Your duty to comply with policy conditions

- (7) Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

### Fraud

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

### Payments made under compulsory insurance regulations and rights of recovery

- (9) If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed, **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

### Direct right of access

- (10) Third parties may contact **us** directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy.

## Monthly premiums

(11) If **you** are paying monthly premiums, these will be due on the start date of the insurance shown on your **schedule** and on the same date of each following month. If **you** do not pay the first premium, the policy will be invalid.

**We** will provide **you** with one month's cover for each monthly premium **you** pay. If **you** have paid one or more premiums but then fail to pay any premium after that, **we** will have the right to cancel the policy as set out in the General Conditions section of this policy booklet.

## Monthly payment plan

(12) If **you** are paying the premium using an Aviva monthly credit facility, **you** must make the regular monthly payments as required in the credit agreement. If **you** do not do this **we** may cancel this insurance as set out in the General Conditions section of this policy booklet.

If the credit agreement requires **you** to pay a deposit, this deposit is required by the date the insurance starts or the policy will not be valid.

## Mileage

(13) **We** reserve the right to establish the mileage on **your vehicle** at any time where your policy has been rated on a selected annual mileage basis. Where the annual mileage has been exceeded your premium will be increased to that which applies to the mileage driven. If **we** become aware that the annual mileage has been exceeded at the time of a claim the additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the **period of insurance**.

## Vehicle sharing and insurance

(14) If **you** receive a contribution as part of a car sharing agreement involving the use of any car insured under this policy for carrying passengers for social or similar purposes, **we** will not consider this to be carriage of passengers for hire or reward provided:

- your car** is not constructed or adapted to carry more than eight passengers (excluding the driver).
- passengers are not being carried in the course of a business of carrying passengers.
- total contributions received for the journey concerned do not involve an element of profit.

## Important

(15) If **your vehicle** is used under a vehicle sharing agreement and there is any doubt as to whether this arrangement is covered by the terms of your policy **you** should immediately contact your insurance adviser for confirmation.

## Information we need to know about

(16) **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your policy.

If the information provided by **you** is not complete and accurate **we** may:

- Cancel your policy and refuse to pay any claim,
- Not pay any claim in full,
- Revise the premium and/or change the **excess** or the extent of the cover may be affected.

# Complaints procedure

## Our Promise of Service

Our goal is to give excellent service to all our customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all our customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome your feedback. **We** will record and analyse your comments to make sure **we** continually improve the service **we** offer.

## What will happen if you complain

- We** will acknowledge your complaint promptly.
- We** aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

## What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of your insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting your insurance adviser.

If **you** are unhappy with the outcome of your complaint, **you** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:

0800 023 4567 (Calls from UK landlines and mobiles are free) or  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect your right to take legal action.

# Notes





Aviva Insurance Limited.

Registered in Scotland, No. 2116.

Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the  
Financial Conduct Authority and the Prudential Regulation Authority.