

Private Clients
Your Distinct Motor policy

Welcome to
exceptional cover
that keeps you in
the driving seat





For cars you value

We understand your car is an important part of your lifestyle. So thank you for choosing Distinct Motor to keep your car on the road and your life on track.

Our cover is full of good thinking, such as identity fraud support in case items stolen from your car put you at risk and courtesy car options in the event of a claim. You can be sure that you'll receive a first-class service that will quickly take care of everything. Because that's what we do.

Important to know

This policy document provides full details of your Distinct Motor insurance. Please keep it in a safe place so you can refer to it in future.

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.

Need to make a claim?

Simply call 0800 051 1750 or
(+44)1603 208 901 from overseas.

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored

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A claims service that's all about you

An experienced personal claims manager will answer your call at any time of the day or night and look after your claim from start to finish. They'll go above and beyond to resolve your claim quickly and without hassle, while keeping you updated throughout.

Simply call 0800 051 1750 then select the option you want. This number can also be found on the Distinct Motor card we gave you. We recommend you have it to hand when driving your car, or save it on your mobile.

Please quote your policy number, or your registration number if you don't have this to hand. Please be aware calls may be recorded and/or monitored for our joint protection and for training purposes.

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored



Your Distinct Motor policy

An at-a-glance guide to your cover

Your policy includes these features, which are explained in more detail in the following pages of this document.

Product cover

Legal liability for death or injury to any other person, including passengers	✓
Legal liability for damage to another person's property	✓
Legal costs incurred with our consent, in connection with a claim against you	✓
Own damage and fire and theft claims	✓
Injury to you or to your partner	✓
Medical expenses for anyone injured in your car including £400 Physiofast cover	✓
Personal belongings which are in or on your car	✓
New car replacement	✓
Driving abroad: cover in the territorial limits	✓
Continental breakdown cover	✓
Motor legal protection and advice	✓
Full UK breakdown cover provided by RAC	✓
Hire car provision	✓
No blame discount	✓
Child seat cover	✓

Definitions

Wherever the following words or phrases appear in **bold**, they will have the meanings described below.

Accessories

Parts of **your car** which are not directly related to how it works as a car. 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 car** and have no independent power source.

Certificate of motor insurance

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

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.

Family member

The partner, civil partner, husband or wife, son, daughter or relative of the **policyholder**, who lives at the same address as the **policyholder**.

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 by **you** to secure, gain access to, and enable **your car** to be started and driven.

Immediate family

The following relatives provided that they live with **you** at your permanent address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man:

- partner
- parents, step parents and adoptive parents
- grandparents, step grandparents and adoptive grandparents
- children, step children and adoptive children
- siblings, step siblings and adoptive siblings
- in-laws, step in-laws and adoptive in-laws.

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 car** 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.

Personal belongings

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

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 Channel Islands and the Isle of Man, the Republic of Ireland, 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).

*Please note that within the breakdown cover, restrictions may apply to the service provided by RAC. Please seek clarification from your insurance adviser.

Theft

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

The insurer/we/us

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

You/the insured/policyholder

The policyholder named on your **schedule**.

Your car

Any motor vehicle 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 which has been delivered to **you** in accordance with the **Road Traffic Acts** and remains effective.

Any motor vehicle 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.

Any motor vehicle 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.

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 Distinct Motor policy

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.

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.

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, or write to

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. 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 as 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 application or statement of fact document, **certificate of motor insurance** or on your **schedule**. **You** must also tell your insurance adviser immediately to let **us** know about the following changes:

- a change to the people insured, or to be insured
- motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured
- criminal convictions for any of the people insured, or to be insured
- a change of vehicle
- any vehicle modifications
- any change affecting ownership of the vehicle
- any change in the way that the vehicle is used.

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.

Section 1

Loss of or damage to your car

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

- pay for **your car** to be repaired; or
- replace **your car**; or
- pay **you** a cash amount equal to the loss or damage.

The same cover also applies to:

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

The most **we** will pay will be the **market value** of **your car** at the time of the loss. If **we** know that **your car** 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, fire or theft

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man **we** can arrange for the protection and removal of **your car** to the nearest repairers. In the event of an incident please ring 0800 051 1750 (for claims abroad, including the Republic of Ireland, call +44 1603 208 901) and **we** will arrange for the following at no additional cost:

- someone to come out and help. If **your car** cannot be made roadworthy immediately it will be taken to our nearest **approved repairer**
- **your car** 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 car**
- transport home or completion of journey for the driver and passengers
- the onward transmission of any messages on your behalf
- delivery of **your car** back to your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man 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.

Courtesy and hire car

If **your car** is lost, stolen or damaged and cannot legally be used, **we** will provide:

- a) a Mercedes C Class hire car, or equivalent, for the duration **your car** is being repaired. Where **your car** is stolen and not recovered, cannot be repaired or is being replaced under new car replacement, **we** will provide a Mercedes C Class hire car, or equivalent until your claim is settled subject to a maximum of 21 days; or
- b) a replacement hire car of as similar to **your car** as is reasonably possible, for the duration of repair subject to an overall maximum cost of £4,000 (including VAT). Where **your car** is stolen and not recovered, cannot be repaired or is being replaced under new car replacement, **we** will provide a replacement hire car as similar to **your car** as is reasonably possible until your claim is settled, subject to a maximum of 21 days, and an overall maximum cost of £4,000 (including VAT).

We will only provide a courtesy/hire car under this section in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man (for hire car provision within the **territorial limits**, please refer to Section 22, Continental breakdown and accident recovery).

Returning courtesy/hire cars – the courtesy/hire car will be supplied on the condition that it is returned to the depot which supplies it unless alternative arrangements have been made with the supplier.

New car replacement

We will replace **your car** with a new car 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 36 months of **you** or **your partner** buying **your car** from new:

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

We will only replace **your car** 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 car**, or are the second registered keepers of **your car**, where **your car** 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.

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

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

Excesses

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

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

- aged 20 or under – £250 **excess**
- aged 21 to 24 – £150 **excess**.

The **excess** applied to glass claims can be found in Section 12 – Glass, of this policy booklet.

The **excess** which applies when driving another vehicle is detailed within Section 23 – Driving Another Vehicle – accidental damage, of this booklet. This is an optional cover and will be indicated on your **schedule**.

Uninsured driver promise

Where the driver of **your car** 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
- the other vehicle's driver's details.

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

Future disability

We will pay up to £10,000 towards the necessary cost of professionally modifying **your car** following an accident that has resulted in a valid claim under this section if **you** or a member of your **immediate family** is registered disabled solely as a result of the injuries sustained in 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, break down or breakage
3. computer and equipment failure or malfunction
4. loss or damage arising from **theft** while:
 - a) the **ignition keys of your car** have been left in or on **your car**
 - b) **your car** 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

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 amount of £20,000,000 (excluding claimant's costs and expenses and any other costs and expenses) and claimant's costs and expenses and any other costs and expenses up to £5,000,000 incurred with our written consent in relation to that person's property by:
 - **your car** including loading and unloading
 - any other car driven by **you** or **your partner** in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man which does not belong to **you** or is not hired to **you** under a hire purchase agreement, provided that your **certificate of motor insurance** indicates that **you** can drive such a vehicle
 - any trailer while it is being towed by **your car**.

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

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

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

- the employer or business partner of the person using any car for which cover is provided under this section while the car is being used for business purposes, as long as your **certificate of motor insurance** allows business use. This does not apply if:
 - the vehicle belongs to or is hired by such employer or business partner
 - **the insured** is a corporate body or firm.

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 application 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 **you** 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:

- Health and Safety at Work etc Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – £100,000
- 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 Great Britain, Northern Ireland, the Channel Islands and the Isle of Man 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 a person insured
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, exclusions 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 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 car**
4. damage to any motor vehicle covered by this section
5. loss, damage, injury or death while any motor vehicle is being used on:
 - that part of an aerodrome or airport used for aircraft taking off or landing
 - aircraft parking areas including service roads
 - ground equipment parking areas; or
 - any parts of passenger terminals within the Customs examination areaunless **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** must provide cover under the **Road Traffic Acts**:
 - 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 must provide cover under the **Road Traffic Acts** 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 other person, for which cover is provided under this section, will be:
 - i) £5,000,000 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 car**.

Section 3

Injury to you or your partner

If **you** or **your partner** suffer accidental bodily injury in direct connection with **your car**, or while getting into, out of or travelling in any other private car not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay £30,000 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 £30,000.

The most **we** will pay any one person during any one **period of insurance** is £60,000.

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 obtain compensation for their injuries under one policy.

The cover under this section applies irrespective of fault.

Exclusion to Section 3

We will not pay for:

1. death or bodily injury arising from suicide or attempted suicide.

Section 4

Medical expenses

If **you** or any other person in **your car** is injured as a direct result of **your car** 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 £1,000.

The cover under this section applies irrespective of fault.

Section 5

Physiofast

If any person in **your car** is injured as a direct result of **your car** being involved in an accident **we** will pay for treatment from a chartered physiotherapist **we** have appointed who believes treatment will help the injured person's recovery. The most **we** will pay for each injured person is £400 in total.

Physiotherapy will end once the person has recovered from the injury or the limit under this section has been reached, whichever happens first.

The cover under this section applies irrespective of fault.

Section 6

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 car**.

The maximum amount payable for any one incident is £1,000. **You** can only make a claim under this section when also making a valid claim which is accepted under Section 1 – Loss of or damage to your car.

Exclusions to Section 6 of your policy

We will not pay for:

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

Section 7

Child seat cover

If child seat(s) are fitted in **your car** and **your car** is involved in an accident or damaged following **fire** or **theft** we will contribute up to £500 per child seat towards the cost of a replacement even if there is no apparent damage. 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 car**.

Section 8

Emergency treatment

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

Section 9

Vehicle recovery in the event of illness

If the permitted driver of **your car** as shown on your **certificate of motor insurance** is taken seriously ill requiring treatment from a qualified medical practitioner and cannot continue the car journey the following recovery service is available for **your car**:

We will transport **your car** to your home or single address anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

A medical certificate must be produced prior to the provision of this service.

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

Exclusions to Section 9

We will not pay for:

1. any incident which occurs outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
2. any incident where **your car** is within a quarter of a mile of your home address or place where **your car** is usually kept
3. any incident where **your car** is disabled, has suffered mechanical or electrical break down or failure, or is unroadworthy
4. any incident directly caused by or due to the effects of alcohol and/or drugs.

Section 10

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 you have made a claim, we may reduce your no claim discount in line with the scale we apply at the time.

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 and Vehicle recovery in the event of an illness as provided under Section 8 – Emergency treatment
- repairing or replacing glass in **your car's** windscreen, sunroof or windows (or for any scratches on the bodywork caused directly by the broken glass) under Section 12 – Glass
- replacing locks, alarms or immobilisers following your **ignition keys** being lost or stolen as provided under Section 15 – Replacement locks.

Third parties may claim directly against **us** as insurer in the event of an accident, involving **your car**, 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 11

No blame discount

If **your car** is lost, stolen or damaged your no claim discount will not be affected in the event of a claim under your policy providing:

- **we** are satisfied **you** or the driver of **your car** were not to blame in part or in full for the loss or damage occurring.

Section 12

Glass

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

You must telephone the Aviva motor claims helpline, **0800 051 1750**, before any work is carried out.

You will have to pay the first £100 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 13

Suspending cover

Where **we** are informed that **your car** will be out of use for a continuous period of 28 days or more, and this is not a result of any loss or damage covered by this policy, all cover provided by this policy will be of no effect other than Section 1 – Loss of or damage to **your car**, provided **your car** is kept in a locked private garage.

We may refund part of your premium for the laid-up period; **we** will pay this refund when **you** ask for the cover to start again.

A refund of premium is not allowable under a policy where the total period of cover is less than 12 months.

Exclusions to Section 13

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 break down or breakage
3. computer and equipment failure or malfunction
4. loss or damage arising from **theft** while:
 - a) the **ignition keys** of **your car** have been left in or on **your car**
 - b) **your car** 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

Section 14

Continental use – 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.

In addition to this minimum cover, the policy provides the cover shown on your **schedule** in any country in the **territorial limits**, subject to:

- **your car** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- use of **your car** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding three months in any one trip.

Cover includes:

- transit between countries within the **territorial limits**
- reimbursement of any customs duty **you** may have to pay on **your car** after its temporary importation into any country within the **territorial limits**, subject to your liability arising as a direct result of any loss of or damage to **your car** which is covered under Section 1 – Loss of or damage to your car
- general Average contributions, Salvage, Sue and Labour charges while **your car** is being transported by sea between any countries within the **territorial limits**, provided that the loss of or damage to **your car** is covered under Section 1 – Loss of or damage to your car.

If you take your car abroad

All countries within the territorial limits have agreed that a **Green Card** is not necessary for travel within the **territorial limits**. Your **certificate of motor insurance** provides sufficient evidence that **you** are complying with the laws on the minimum compulsory insurance of motor vehicles in any of these countries **you** visit.

However, contact your insurance adviser at least two weeks before departure, he/she will be able to provide **you** with our 'Driving on the Continent' information sheet.

There is no cover for countries outside the **territorial limits**. **We** may, however, be prepared to extend cover to certain places by special request, in which case **we** will provide **you** with a **Green Card** and an additional premium will be required.

Section 15

Replacement locks

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

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

provided that it can be established to our reasonable satisfaction that the identity or garaging address of **your car** 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 car**.

In the event of any claim under this section, the courtesy and hire car benefits under Section 1 – Loss of or damage to **your car** are applicable.

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

Section 16

Revocation of driving licence

On receipt of written notice that your driving licence has been revoked by the DVLA in England, Scotland and Wales, or the equivalent authorities in Northern Ireland, the Isle of Man or the **territorial limits** because of ill health **we** will remove **you** from this policy and issue any refund in premium due. In addition **we** will also pay up to £3,000 towards the cost of funding alternative transport for the period of your incapacity or for up to 12 months whichever is the sooner.

Exclusions to Section 16

We will not pay for:

1. anyone aged 75 or over at the start of the **period of insurance**
2. any loss not substantiated by medical evidence or any injuries following an accident in which **you** are convicted of an offence
3. the first seven days of incapacity
4. any loss resulting from a driving conviction.

Section 17

Car jacking

If **you** suffer a physical assault as a direct result of an aggravated attempted **theft of your car** **we** will pay up to £5,000 towards the costs for medical expenses, trauma counselling or other associated expenses.

This is the most **we** will pay for any one incident irrespective of the number of people involved in that incident.

Exclusions to Section 17

1. Any incident not reported to the police within 7 days of occurrence.
2. Any incident that occurs outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
3. Any incident if the assailant is known to the victim or their **immediate family**.

Section 18

Road rage

If **you** suffer a physical assault as a direct result of an incident involving **your car** then **we** will pay up to £5,000 towards the cost of medical expenses, trauma counselling or other associated expenses.

This is the most **we** will pay for any one incident irrespective of the number of people involved in that incident.

Exclusions to Section 18

We will not pay for:

1. any incident proven to be initiated by **you** or an insured person named on your **schedule**.
2. any incident not reported to the police within 7 days of occurrence
3. any incident that occurs outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
4. any incident if the assailant is known to the victim or their **immediate family**.

Section 19

Personalised registrations

Following a total loss claim under Section 1 – Loss of or damage to your car, **we** will pay **you** the current fee for transferring your personalised registration plate, where the DVLA, or the equivalent in Northern Ireland or the Isle of Man, rules allow.

Exclusion to Section 19

We will not pay:

1. any loss of value of a personalised registration for whatever reason or any loss of entitlement through non-application or renewal of the retention service.

Section 20

Driver injury – alternate transport costs

If the driver in charge of **your car** at the time of an accident is unable to drive as a result of injury suffered during the accident involving **your car**, **we** will pay up to a maximum of £2,000 towards alternate transport costs.

Exclusions to Section 20

We will not pay for:

1. any injuries not substantiated by medical evidence
2. the first seven days of incapacity
3. inability to drive due to loss of licence following a driving conviction.

Definitions applying only to Sections 21 & 22

Wherever the words or phrases appear in **bold** in Section 21 – RAC breakdown cover and Section 22 – Continental breakdown and accident recovery, unless stated otherwise, they will have the meanings described below.

Accident

An accidental crash immobilising **your car**.

Breakdown

Unforeseen mechanical or electrical failure during the **period of insurance** which has either immobilised **your car** or made it unsafe to drive.

Claim

A call/claim for assistance under these policy sections.

Collision damage waiver

If a hire car is damaged during the hire period, **you** could be liable for the first £150 – £550 (approximately) and have your credit card charged. In some cases the amount could be higher and varies according to the hire company, category of hire car and location. The collision damage waiver covers the amount above the **excess**.

Home

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

Resident of the United Kingdom

A person living in the 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.

Territorial limits

Albania*, Andorra, Armenia*, Austria, Azerbaijan*, Belarus*, Belgium, Bosnia Herzegovina*, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia*, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova*, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals)*, San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey in Europe* plus Uskudar*, Ukraine*.

*These countries are not covered within Aviva's territorial limits. Please contact your insurance adviser if **you** plan to visit any of these countries.

The party/Your party

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

United Kingdom

England, Scotland, Wales, Northern Ireland and for the purpose of this policy 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 **policyholders** 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 in your **schedule** or any other person driving **your car** with the owners consent.

Section 21

RAC breakdown cover

How to obtain assistance in the United Kingdom

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

- call **0800 051 1750**
- have to hand **your** policy number and the registration number of **your car**
- advise the incident manager of the location of **your car** 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 Typetalk or use the SMS facilities on **07855 828282**.

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

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

Services in the United Kingdom

Cover applies to cars 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 car**, we will send an **RAC** patrol or contractor to help **you**:
 - we will try to repair **your car** at the roadside. Roadside includes labour at the scene of the **breakdown** (but not labour at any garage to which **your car** is taken); or
 - we will take **your party** and **your car** to a destination of **your** choice within 10 miles of the scene of the **breakdown**. If **you** wish for **your car** 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 car** at the garage we will reimburse **you** for taxi fares up to 20 miles (a receipt must be obtained).

Exclusions to Roadside assistance

We will not pay for:

1. **breakdowns** which would be prevented by routine servicing of **your car**
2. routine servicing of **your car**
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** Distinct Motor policy, **you** may be able to reclaim these costs through Aviva)
4. any labour other than that incurred at the roadside including, without limitation, garages
5. the cost of replacing tyres or glass
6. the cost of ferry crossings, road toll and congestion charges
7. missing or broken **ignition 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 car**, if there is evidence to suggest to **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 ¼ of a mile of **your home**
11. contaminated fuel problems. **We** will arrange for **your car** 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 car** when **you** are using **our** services
14. the tow or transport of any vehicle which is loading beyond its legal limit
15. repairs to **your car** if it is in a position where **we** cannot work on it or 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 car**, 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** decide that **your car** requires recovery **we** will transport **you** and **your party home** or to a single address anywhere within the **United Kingdom**
- if **your** party consists of more than 5 people this may require two separate motor vehicles. 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 car**, if there is evidence to suggest to **our** patrol or 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 car** 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 service being provided.

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 car**.

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 car**.

Onward travel

Onward travel benefits must be arranged at the time of the vehicle **breakdown** and cannot be requested later.

You are entitled to one of the following benefits; once **we** have decided that **we** cannot get **your car** repaired locally **we** will pay for:

- replacement car hire; or
- alternative transport costs; or
- hotel accommodation.

You can use the onward travel benefits from **your home** address or within a ¼ of a mile of **your home** address. This excludes incidents where we have been called to rectify repairs.

Replacement car hire

We will pay for:

- up to one days hire cost of a Mercedes C Class or equivalent hire car.

Replacement car hire is subject to availability and **our** supplier's terms and conditions, which will usually include:

- age limits – drivers must be at least 21 years of age
- the need to have a current driving licence, along with **your** driving licence photo card with **you**
- limits on acceptable types or numbers of motoring offence penalties and/or penalty points endorsed on **your** driving licence
- the need for **you** to provide a valid credit card number. (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check before releasing the car to **you**).

Hire cars are not usually available with a tow bar and therefore **your** caravan or trailer, will if eligible, be recovered under Recovery assistance with **your** broken down car.

After taking a fair and reasonable view of the circumstances, **we** may decide that a hire car is not a practicable solution and hotel accommodation or alternative transport will be provided instead.

If **you** require a second or any other type of vehicle, **we** will try to arrange this for **you** but **you** will have to pay for any additional costs.

Alternative transport

We will reimburse **you** for:

- standard/second class rail or other transport of **your** choice for **your party** to reach the end of **your** journey within the United Kingdom. **We** will pay up to £150 per person or £500 for **your party** whichever is less.

Hotel accommodation

We will arrange and reimburse **you** for:

- one night's bed and breakfast for **your party** in a hotel of **our** choice. **We** will pay up to £150 per person or £500 for **your party** whichever is less.

Special medical assistance

Onward travel also provides special medical assistance. If **you** or a member of **your party** is taken to hospital more than 20 miles from **home**, **we** will arrange and reimburse **you** for:

- overnight accommodation for other people within **your party**, as described in Hotel accommodation above.
- an ambulance to take the patient to a local hospital near to their home once medical permission has been given.

Exclusions to Onward travel and the benefits

We will not pay for:

1. incidents where **we** have been called to rectify failed repairs
2. other charges arising from **your** use of the hire car, such as fuel costs, deposit, any insurance **excess**, collecting and returning the hire car and any costs due to **you** keeping the car after the agreed period of hire. (**You** must settle these charges directly with the supplier)
3. a second use of the onward travel benefits if the original fault has not been properly repaired by a third party other than **RAC** or if **we** have advised **you** that it is a temporary repair
4. if **you** are unfortunate enough to have an incident with the hire vehicle and **you** make an insurance claim, **you** will be responsible for paying any **excess**
5. service within 24 hours of commencement of this policy
6. any of the benefits of onward travel, as stated above, before **our** attendance of the **breakdown** incident
7. any of the benefits of onward travel, as stated above, if **your car** is not displaying a valid excise licence.

Section 22

European Motoring Assistance and accident recovery

European Motoring Assistance and accident recovery applies to **your car** and operates within the **territorial limits**, (other than the **United Kingdom**).

How to obtain assistance abroad

To **claim** in the event of a **breakdown**, **accident**, **fire** or **theft**, or if the only qualified driver is medically unfit to drive **your car**, please call **+44 1603 208 901**.

Breakdowns on motorways

On continental motorways (including service areas) **you** MUST use the roadside emergency telephones. **You** cannot call the helpline from these. **You** will be connected to the police or authorised motorway service, who will send a **breakdown** recovery vehicle. However, this will only be to the recovery company's own depot. If they cannot repair **your car** please call **+44 1603 208 901** as soon as **you** can, if possible from the recovery company's depot. **You** may have to pay labour and towing charges on the spot – an authorised tariff is normally applicable. **You** should obtain a receipt to claim a refund on **your return home**.

Mobile and car phones

We will not reimburse the cost of any telephone calls **you** make in connection with any **claim** under this policy (including mobile phone calls).

It may not be possible for a member of staff in the helpline centre to call a mobile or car phone but if it is, **you** may still have to pay the cost of any international call. Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car phones vary from country to country. Please check with **your** service provider that **your** phone meets the requirements and standards for the countries in which **you** are travelling.

Service in the UK en route to the territorial limits

If **you** are stranded on a public highway through **breakdown** of **your car** on the outward journey from **home** to **your** point of departure from the **United Kingdom** or on the inward journey from **your** point of entry to the **United Kingdom**, to **home**, **we** will provide services as if **you** were abroad.

In addition **we** will pay towards the cost of a self-drive hire car including **collision damage waiver** and replacement **Green Card** as necessary, to complete the planned journey if **RAC** confirms **your car** cannot be repaired within 24 hours, this is subject to a maximum contribution of £1,000.

Service while abroad

You are covered for any number of trips, each up to 90 days in duration but not for longer stays and are provided the outward and return journeys are completed within the **period of insurance**.

Roadside assistance

In the event of a **breakdown** we will pay for the following subject to the limitations for each section as described in the following terms and conditions.

We will pay for:

- attendance of local **breakdown** or garage services to repair your car at the roadside if possible; or
- tow of **your car** from the place of **breakdown** or **accident** to the nearest local repairer where **you** may arrange repairs and either:
 - a) a contribution towards labour charges at a garage (restricted up to the total claims limit) if it is possible to effect the repairs necessary to enable **your car** to continue the journey on the date of **breakdown**; or
 - b) inspection fees, in the event of a **breakdown**, to confirm that **your car** cannot be repaired by **your** return travel date and **your** request for assistance will include authorisation for **us** to arrange this; and
- storage charges for **your car** while awaiting repair or repatriation; and
- the cost of wheel changes but not for replacement tyres.

Exclusions to Roadside assistance

We will not pay for:

1. any labour costs other than those incurred at the roadside. **We** will not pay labour costs at any garage to which **your car** is taken other than under the 2nd bullet point in this section titled Roadside assistance; or
2. repair costs, including labour, if **your car** was in an **accident**, damaged by **fire** or **theft** or is uneconomical to repair; or
3. the cost of parts used for roadside or garage repairs; or
4. the cost of any repairs not directly necessary to enable **your car** to continue the journey on the date of the **breakdown**; or
5. the cost of any other supplies, including but not limited to **specialist equipment**.

Journey continuation or return home

If the appropriate **RAC** control centre can confirm repairs to **your car** will take more than 12 hours of being notified of a **breakdown**, or if it is to be repatriated to the **United Kingdom**, then **we** will pay for either:

- additional accommodation expenses up to £50 per person per day towards additional (not alternative) accommodation expenses (room only) while **you** wait for **your car** to be repaired. **We** will not pay for the costs of meals and any other costs that are not specified;
- or
- journey continuation or return **home** a contribution (restricted to the total claims limit) to travel expenses to allow **you** to either:
 - a) continue **your car** journey during the period **your car** is not roadworthy; or
 - b) return **home** by direct route.

Expenses can comprise of self-drive car hire up to 14 days per claim, including **collision damage waiver** and replacement **Green Card** as necessary, or second/standard class rail, or a combination of both.

When deciding which course of action to adopt, **RAC** will consider **your** preference unless this is impracticable.

You must collect **your car** when repaired as once **your car** is repaired and **you** have been notified, **RAC** will not pay any further expenses other than the costs of collection.

This benefit is also available if **your car** is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if **your car** is recovered in a roadworthy condition.

Exclusions to Journey continuation or return home

We will not pay for:

1. fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with a self-drive hire car
2. the cost of any hire car beyond the period agreed with the appropriate RAC control centre
3. any hire car expenses after **your car** is repaired except for the direct journey to collect and return it
4. first class rail fares
5. any costs under this benefit if they are for a service **you** used at the same time as the above section – Additional accommodation expenses
6. international drop charges where a car hired from abroad is dropped within the **United Kingdom**
7. any hire costs not arranged through RAC or agreed by RAC.

Vehicle repatriation or Collection of your car from abroad

You will have the following cover if RAC can confirm that repairs to **your car** cannot be completed by **your** planned return date to the **United Kingdom** and providing the cost of repatriation is not uneconomical. (Repatriation will be uneconomical if it will cost more than the **United Kingdom market value** or **your car** according to Glass' Guide or other appropriate industry standard used by RAC).

Cover is available for either:

a) Vehicle repatriation

We will pay for:

- the cost of taking **your car** by road transporter from abroad to **your home** or chosen repairer in the **United Kingdom**
- the costs of packing and freighting **your** baggage if **your car** is declared beyond commercial economical repair by Aviva.

When repatriation is authorised it normally takes 10-14 working days for delivery to an address within the **United Kingdom** from most west European countries. At busy times and from east European countries it may take longer.

If **your car** has been fitted with a roof box or bicycle rack, **you** must remove and place it inside **your car** where practical. The roof box keys need to be left with the **ignition keys** for **your car**.

Exclusions to vehicle repatriation

We will not pay for:

1. **claims** for any repatriation not authorised by the appropriate RAC control centre
2. the cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the **United Kingdom market value** or **your car** according to Glass' Guide or other appropriate industry standard used by RAC
3. the cost of repatriation if **your car** is roadworthy
4. any **claim** if **your car** is being repatriated and Customs in any country find its contents are illegal
5. any further costs in connection with **your car** once declared beyond commercial economical repair by Aviva.

Or

b) Collection of your car from abroad

We will pay the following costs up to £600 for one person to collect **your car**, repaired abroad, after a **breakdown**:

- standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection
- additional homeward cross channel ferry or rail fare for **your car**, following repairs. This is calculated by taking the actual fare less the value of any unused homeward portion of **your** original cross channel ticket
- up to £50 per night for single room hotel accommodation necessary to complete the round trip (limited to room only).

Exclusions to collection of your car from abroad

We will not pay for:

1. first class rail fares
2. the cost of any meals
3. the costs of more than one person.

Note: The appropriate RAC control centre will, after taking a fair and reasonable view, decide whether **your car** should be repaired abroad for **you** (or someone nominated by **you**) to return and collect.

Authority for repatriation or repair

If **your car** is not able to be driven due to an **accident, fire, break-in or theft**, any damage which **you** are entitled to have repaired by Aviva must be reported to Aviva immediately. Aviva must decide whether to declare **your car** is beyond commercial economical repair, authorise repairs abroad or have **your car** repatriated. **We** cannot repair **your car** unless Aviva first give their permission.

We also reserve the right to negotiate with them to reclaim costs incurred. If **Aviva** cannot or do not give permission to repatriate then it is **our** decision alone whether to declare **your car** beyond commercial economical repair, or repatriate or repair locally a car which cannot be driven as a result of a **breakdown**, or as a result of an **accident, fire or theft** for which **you** do not have comprehensive cover.

Additional services

We will pay for the costs of providing the following if applicable:

Vehicle break-in, emergency repairs

- **We** will pay for the cost of immediate emergency repairs required to make **your car** secure in the event of damage to windows, locks or windscreen caused solely by forcible entry or attempted forcible entry, up to £175, provided **you** report the matter to the police either before contacting **us** or within 24 hours of contacting **us** and **you** have obtained a written report from the police.

Exclusions to Vehicle break-in, emergency repairs

We will not pay for:

1. the cost of repairs if they are not to make **your car** secure and for the reasons stated
2. any repair costs if **you** do not obtain a police report and submit it with **your claim**
3. repatriation benefits as described under the section titled 'Vehicle repatriation'.

Spare parts dispatch

If as a result of a **breakdown your car** needs parts but these are unavailable locally **we** will pay for:

- freight, handling and ancillary charges for dispatch of spare parts
- the fare for one person to collect parts from the appropriate railway station or airport.

Exclusion to spare parts dispatch

We will not pay for the costs of parts themselves, which must be paid on receipt. When telephoning RAC control centre **you** will be asked for **your** credit card details. Alternatively **you** will be asked to pay for the part(s) direct to the repairer.

Accidental damage to or loss of tent

If during the **period of insurance you** are camping and **your** tent is damaged accidentally making it unsuitable, or it is stolen, **we** will either:

- pay alternative accommodation expenses of up to £50 per person, per day, or
- **we** may, at **our** option, authorise the cost of a replacement tent.

If **your** tent is stolen **you** must report the theft to the police within 24 hours and obtain a written report.

Exclusions to accidental damage to or loss of tent

We will not pay for:

1. the cost of meals or any costs that are not specified above
2. damage caused by weather conditions
3. the cost of a replacement tent not authorised by us
4. any costs if your tent was stolen and you did not report the theft to the police within 24 hours and obtain a written report.

Urgent message relay service

We will pay for:

- the cost of relaying urgent messages from the appropriate RAC control centre to your immediate relatives or close business associates if your car cannot be driven because of breakdown, accident, fire or theft.

Exclusions to urgent message relay service

We will not pay for:

1. the cost of non urgent messages or messages to persons not described above
2. the cost of relaying any urgent messages not arranged through the appropriate RAC control centre.

Replacement driver

If a registered Doctor declares you medically unfit to drive and you are the only qualified driver, we will pay for the cost of providing a replacement driver to drive your car and your party to your destination or home.

Exclusions to replacement driver

We will not pay for:

1. the cost of a replacement driver if there is another qualified driver in your party who is fit to drive
2. more than one claim per journey abroad.

Customs claims cover

We will pay for Continental or Irish Customs claims duty if:

- your car is beyond commercial economical repair as a result of a fire or theft abroad during your car journey and it has to be disposed of abroad under Customs supervision; or
- it is stolen abroad during your car journey and not recovered. RAC will deal with necessary Customs formalities.

To arrange, please call: RAC European Support on **0800 7311104** (Calls may be recorded and/or monitored) Monday – Friday 9am-5pm

Exclusion to customs claims cover

We will not pay for any import duties not relating to your car.

Policy requirements and limitations

- Service in the United Kingdom and Territorial Limits

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 part 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/or trailers

The vehicle length restrictions in this policy apply equally to caravans and/or trailers except that the maximum length of caravans and/or trailers must not exceed 7.6 m. If **your car** 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 car** to a single destination. Other than as set out in this paragraph caravans and/or trailers are not covered by this policy.

We do **our** best to find solutions to motoring problems, but **we** regret **we** cannot arrange a replacement caravan and/or trailer in the event of **breakdown** or **accident** damage which cannot be repaired. It is also virtually impossible to hire vehicles with tow bars and it may become necessary to repatriate a caravan and/or trailer together with **your car** which cannot be repaired abroad by the return date.

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 contract, **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 **your** policy, 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 policy.

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**.

- Service in the United Kingdom only

Battery related faults

For battery related faults your policy entitlements are as follows:

- **RAC's** initial attendance for a battery related fault is included in **your** policy's 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
- Services abroad only.

Service providers

Unless the services are provided by **RAC** patrols or contractors on **our** instructions and on our behalf, **we** do not give any guarantee as to the services provided by garages, **breakdown/recovery** companies, repairers, hire car companies and other third party service providers whose emergency services **we** arrange on **your** behalf and/or pay for under 'Continental breakdown and accident recovery' – they do not act as **our** agents or subcontractors and **we** do not accept responsibility for their acts or omissions. **You** should check that any repairs to **your car** are carried out to **your** reasonable satisfaction.

Availability in Eastern Europe

Every effort is made by RAC to make sure that a good quality service is provided in eastern European countries but this may not necessarily be to the same standards as in Western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate and spare parts are often not available.

Service in certain countries may become disrupted or unavailable due to prevailing political, economic, infrastructural or environmental conditions for which RAC cannot accept responsibility. Information can be obtained from the Foreign & Commonwealth Office (FCO) – www.gov.uk/foreign-travel-advice

Important self-drive car hire information

We will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as **your car**, if there is one available. If **you** were travelling in an MPV or similar vehicle **we** may arrange two hire cars. **We** will only arrange this if there are two qualified drivers in **your party**. Otherwise, **we** will arrange alternative means of transport.

Self-drive car hire arranged under **your** cover will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence penalties etc. The driver must also have held a full **United Kingdom** driving licence or equivalent for a minimum of one year (two years for France).

Your credit card details will also be required as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the same time of hiring the car. The name on the credit card and the name of the driver of the hire vehicle must be the same. Debit cards are not acceptable. If **you** leave a hire car at a different location to the one arranged by the RAC control centre **you** must pay any collection charge which may be made.

Please note that many car hire companies across Europe charge a damage **excess** which is not covered by the **collision damage waiver**.

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and Eastern Europe, international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete **your car** journey. A car hired abroad must not be brought into the **United Kingdom**. A second hire car will be arranged for the **United Kingdom** part of **your car** journey.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, convertibles, sports cars, 4x4's, luxury class vehicles or vehicles with tow bars, roof racks, roof boxes, automatic gearboxes and we cannot guarantee the hire of vans.

We will not be responsible for any delays in obtaining a hire car and cannot guarantee to provide it in time to connect with your pre-booked ferry, etc. **You** may have to collect a hire car from the nearest available place of supply.

Special requirements for vehicles with over nine seats

The supply of minibus as a replacement vehicle can often prove difficult. When one is available the following regulations apply:

- drivers must be at least 21 years old, and
- must have a full years driving experience

Special documents and tachograph's are mandatory throughout the EU. For more information contact your local Department of Transport Area office for details.

Repayment of credit

You must pay back to **us** on demand:

- any costs **we** have paid for which **you** are not covered under this policy
- the cost of any spare parts supplied.

Spares parts dispatch

After **you** have asked the appropriate **RAC** control centre to dispatch parts **you** are responsible for paying for them in full, even if **you** later obtain them locally.

We will arrange to dispatch parts as quickly as possible but delays will occur at weekends and bank holidays. **We** will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

General exclusions (Service in the United Kingdom and territorial limits)

In addition to any limits and exclusions noted elsewhere in Section 21 – RAC Breakdown cover and Section 22 – European Motoring Assistance and accident recovery, **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 from **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 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 complies with the normal rules of the road will be covered subject to insurance cover and any appropriate terms being provided by Aviva
4. any **claim** if **your car** suffers a **breakdown** at a motor traders premise, garage or premises offering vehicle repair
5. the cost of all parts, garage labour or other costs in excess of **your** policy limits set out in the section entitled 'Terms and conditions'. Please note these costs in the **territorial limits** are likely to be higher than in the **United Kingdom**
6. loss caused by any delay, whether the benefit or service is being provided by **us** or someone else (for example a garage, hotel, care hire company, carrier etc.)
7. any incident affecting a vehicle hired under the terms of this policy
8. routine servicing of **your car**
9. the cost of a glass or tyre specialist. **We** will arrange for **your car** to be taken to a nearby garage for assistance but **you** will have to pay for any work carried out on **your car**. Any other recovery may be arranged but **you** will be liable for any additional costs
10. the cost of a locksmith if **you** lose, break or lock **your ignition keys** in **your car**. If **we** are unable to open **your car**, **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 car** to be taken to a nearby garage for assistance but **you** will be liable for any additional costs
11. any **claim** caused directly or indirectly by the overloading of **your car** and/or any caravan or trailer
12. any **claim** as a result of **your car** suffering **breakdown** due to:
 - running out of oil or water;
 - frost damage;
 - rust or corrosion;
 - tyres which are not roadworthy;
 - using the incorrect fuel
13. any **claim** caused directly or indirectly by the effect of intoxicating liquors or drugs
14. any **claim** where **your car** is being driven by persons who do not hold a full **United Kingdom** or other recognised and accepted driving licence valid for use in the **United Kingdom**
15. any claim which **you** have made successfully under any other policy of insurance held by **you**. If the value of **your claim** is more than the amount **you** can receive from **your** other insurance, **we** may pay the difference subject to these policy limits and exclusions
16. 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
17. any **claim** outside **your period of insurance**

18. any vehicle other than **your car** as described on **your schedule**. **Your car** must conform to the following specification:

- maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM);
- maximum overall dimensions of: length 5.5m; height 3m; width 2.3m (all including any load carried).

The vehicle restrictions apply equally to caravans and/or trailers except the maximum length of caravans and/or trailers must not exceed 7.6m. If **your car** which has suffered a **breakdown** is towing a caravan and/or trailer and **we** provide recovery, the caravan and/or trailer will be recovered together with **your car** to a single destination. Other than as set out above, caravans and/or trailers are not covered under policy Section 21 – RAC Breakdown cover and Section 22 – European Motoring Assistance and accident recovery.

If **your car** requires repatriation **we** will arrange for repatriation of the caravan and/or trailer as well

19. any **claim** by **you** unless **you** are a resident of the **United Kingdom** and **your car** is registered with the relevant **Vehicle Licensing Agency**
20. any **claim** if **your car** is carrying more passengers than recommended by the manufacturer, up to 8 person's maximum (including the driver). Each person must occupy a separate fixed seat fitted during the construction of **your car** and to the manufacturer's specification
21. **your car** if it is unattended
22. any **personal belongings** left in **your car** or in any trailer, boat or caravan or any other item being towed by or used in conjunction with **your car**. These are **your** responsibility
23. **specialist equipment** costs. **We** will however arrange for the specialist services if needed, but **you** will have to pay for any additional costs direct to the contractor
24. any costs which are not directly covered by the terms and conditions in Section 21 – RAC Breakdown cover and Section 22 – European Motoring Assistance and accident recovery, of this policy.
25. vehicles which were broken down/had suffered a **breakdown** or were unroadworthy at the start of this policy
26. the costs of any parts provided by **RAC** to fix **your car** at the roadside must be paid in full by credit/debit card at the time of the **breakdown** before work can commence
27. it is a legal requirement that vehicles used or recovered with their wheels in contact with the public highway must have a current excise licence. Where no current excise licence is displayed **we** will attempt to repair **your car** 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 (which includes vehicles of a certain age) 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 or Vehicle Licensing, Dept. of Transport for Isle of Man at

<https://www.gov.im/categories/travel-traffic-and-motoring/drivers-and-vehicles/vehicle-registration-and-licensing/vehicle-licences/>

European claims procedure and conditions

When providing assistance **we** make every effort to arrange on **your** behalf all costs within the limits set out in sections 20 & 21. However, in some instances **you** may be asked to pay locally and reclaim costs on **your** return to the **United Kingdom**. There may also be occasions when **you** arrange and pay for assistance direct and wish to reclaim the cost.

RAC European Motoring Assistance claims are handled by:

Breakdown Customer Care

RAC Motoring Services

RAC House

PO Box 200

Walsall, WS5 4QZ

If **you** have any enquiries relating to repatriations or **claims** associated with **our** European service, please contact **us** on **08700 7311104** (Calls may be recorded and/or monitored)

Email: breakdowncustomercare@rac.co.uk

If **you** have paid any cost which **you** believe is covered, please telephone **RAC** for a **claim** form immediately on **your** return **home**, quoting **your** reference and vehicle registration number. When returning **your** completed **claim** form **you** should enclose relevant original receipts (not photocopies).

Receipts

You must keep all relevant receipts (not photocopies) as they will be needed for any **claim**. **We** may refuse to arrange reimbursement of expenses **you** are claiming back if **you** cannot provide original receipts or bills for the items **you** have paid.

Payment of claims depends on **you** complying with the following conditions:

1. **you** must make any **claim** on a **RAC claim** form, please bring **your claim** to **RAC's** attention as soon as **you** can (if possible within 28 days) after **you** return to the **United Kingdom**. **Claims** which are not on an **RAC claim** form will not be accepted. This does not affect your statutory rights to take legal action or exercise any other legal remedy
2. if **RAC** pay out money for **you** **RAC** can take over **your** right to get that money back. **You** must cooperate with **RAC** as much as possible if requested by **us**
3. **you** must do all **you** can to prevent **accident**, injury, loss or damage, as if **you** were not covered
4. **you** must forward to **RAC** any writ, summons, legal document or other communication about the **claim** as soon as **you** receive them
5. **you** must obtain any original receipts, certificates, police reports, evidence, etc. and give all the information and help **we** may need at **your** expense. This includes medical certificates and details of **your** household insurance if necessary
6. **you** must not admit liability or offer or promise payment without **RAC's** written permission
7. **your car** must be in roadworthy and in good mechanical condition when **you** commence **your car** journey
8. if any **claim** is found to be fraudulent in any way **your claim** will be forfeited.

You must, within seven days of any request from **RAC**, send to **RAC** copies of any European accident statements (called a 'Constat d'amiable' in France) and/or any police reports should **you** make a claim following a road traffic accident.

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** expect. Should **you** have cause for complaint about any aspect of the service **we** have provided to **you**, please contact **us** by the most suitable means of contact below 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 to the Financial Ombudsman Service, this must be done within six months of **our** final response letter.

Here are there contact details:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

Email: complaint.info@financial-ombudsman.org.uk

Please quote **your** full name, contact telephone number or policy number and where applicable **your car** 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

Email: breakdowncustomercare@rac.co.uk

If **you** are dissatisfied with any aspect of service received under **your European Motoring Assistance**, please write to **us** at:

Breakdown Customer Care
RAC Motoring Services
RAC House
PO Box 200
Walsall
WS5 4QZ

Freephone from the **United Kingdom** on **0800 107 5861** or, from **Europe** on **00 44 (0) 161 332 1040**
(Calls may be recorded and/or monitored).

Fax: **01922 746 528**

Email: breakdowncustomercare@rac.co.uk

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.

Financial Services Compensation Scheme

RAC Motoring Services (in respect of insurance mediation activities only), is authorised and regulated by the Financial Conduct Authority and **RAC** Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Both companies are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** obligations **you** may be entitled to compensation from the scheme, depending on **your** type of insurance and the circumstances of any **claim**.

Further information about the scheme is available from the FSCS website: www.fscs.org.uk or write to:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU.

Section 23

Driving another vehicle – accidental damage

This section operates if **you** have selected driving another vehicle cover as indicated in your **schedule**.

The same cover as shown in Section 1 applies to any other car driven by **you** or **your partner** in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- **you** have the owner's permission, the vehicle does not belong to **you** or a **family member**, is not furnished or available to **you** for regular use, and provided that your **certificate of motor insurance** indicates that **you** can drive such a vehicle.

The most **we** will pay is £75,000.

Excess

An **excess** of £1,000 will apply to any claim.

Exclusions to Section 23

1. New car replacement benefit under Section 1 does not apply.
2. Hire car benefit under Section 1 does not apply.
3. If **we** have agreed to suspend cover as set in Section 12.

Section 24

Motor legal protection and advice

Definitions

The general definitions at the beginning of this policy booklet apply where appropriate. The following definition applies only to this section of the policy.

You/your

The persons covered by this section:

- the **persons insured**; and
- any passengers carried in **your car** at the time of an accident and/or incident, which occurs within the **period of insurance**.

Motor legal protection explained

- **Legal protection to claim costs or compensation after a motor accident and/or incident**

If there is an accident and/or incident involving **your car** which is not **your** fault, **we** will provide **you** with legal protection to pay lawyers' costs to help claim against the person(s) who are responsible.

As part of **your** claim **we** will pay to recover **your** financial losses (such as **your excess** and travel expenses) and also obtain compensation if, as a result of travelling in, getting into or out of **your car**, **you** die or sustain personal injury.

Reasonable prospects of success must be present throughout the duration of the claim. This means that the lawyer must believe that it is more likely than not that **you** will succeed in a claim for those losses. For more information please see 'Reasonable prospects of success explained' under 'Conditions of cover' in this section.

In the event the lawyer takes on **your** case but **your** claim is not successful **we** will pay legal costs and fees **you** are held responsible for, up to a maximum amount of £100,000.

If **you** need to report an accident and/or incident or talk to **us** about a claim, call **us** on: **03450 306925**.

Lines are open 24 hours a day, 365 days a year.

- **Legal protection to defend motoring offences**

This section provides legal protection to pay lawyers' costs to help defend **your** legal rights if **you** are accused of or have committed an offence under the road traffic laws (e.g. a speeding fine) while using **your car** (including if a conviction would result in **you** being disqualified or suspended from driving).

Cover in this section is subject to cover not already being provided under 'Section 2 – Your Liability' in this policy.

The maximum amount **we** will pay for any one claim under this cover is £20,000.

If **you** need to report an incident or talk to **us** about a claim, call **us** on: **03453 002 970**.

Lines are open 24 hours a day, 365 days a year.

Motor legal advice helpline explained

You have access to a 24 hour legal advice helpline based in the United Kingdom – providing confidential legal advice on any legal matter relating to the use of **your car** (e.g. private vehicle sale).

There are no consultation fees and lines are open 24 hours a day, 365 days a year, all **you** pay for is the phone call.

Call us on: **03453 002 970**.

Please ensure **you** have **your** policy number to hand when **you** contact **us**.

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

- Costs of calls to **0844** and **0845** numbers may vary, please contact **your** network provider for details.

What is not covered

We will not pay any costs and expenses:

1. which **we** have not agreed to or authorised
2. incurred prior to our acceptance of a claim
3. resulting from any legal action **you** take without our prior approval
4. for any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority
5. resulting from any claim deliberately or intentionally caused by **you**
6. resulting from a defence of motoring offence arising from prosecutions for:
 - dishonesty or violent conduct;
 - drink or drug related offences; or
 - parking offences
7. relating to an application for judicial review
8. for a claim relating to any non-contracting party's rights to enforce all or any part of this section. This means that only **you** may enforce all or any part of this policy and the rights and interests arising from or connected with it. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section
9. for dispute with **us** in respect of the policy terms and conditions unless that is covered by the 'Disputes and arbitration' section in this policy
10. for losses already paid by **us** under any other section of this policy.

Conditions of cover

The following conditions apply to this section:

- the incident occurs during the **period of insurance**
- the incident occurs within the **territorial limits**
- any legal proceedings that **we** have agreed to are dealt with by a court or similar body within the **territorial limits**
- in respect of any appeal or defence of an appeal, it has been reported to **us** at least 14 days prior to the deadline for any appeal; and

reasonable prospects of success exist for the duration of the claim. This condition only applies to claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section. Please refer the text in the box titled 'Reasonable prospects of success explained' for more information.

Reasonable prospects of success explained

Before **we** begin to pursue financial losses or pay any legal costs and expenses **we** will ask the appointed lawyer to discuss **your** claim with **you** and assess the prospects of success.

In respect of all claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section **we** need to establish that it is more likely than not that **you** will:

- make a recovery of damages either in full or in part against the person(s) **you** believe were to blame
- recover more than any offer of settlement from the person(s) **you** believe were to blame
- make a successful defence of any claims made against **you**
- make a successful appeal or defence of an appeal
- obtain a legal remedy which **we** have agreed to pursue or defend.

If at any time it is established that **your** claim no longer has a reasonable prospect of success, **we** will confirm this in writing to **you**. **We** will pay for all costs and expenses **we** have agreed or authorised prior to the change in prospects of success. **You** have the right to continue the legal proceedings but this will be at **your** own expense and **we** will not pay any legal costs and fees **you** may be held responsible for after the confirmation in writing.

Your claim

How to claim

1. Before **you** call, please make sure **you** have **your** policy number, vehicle registration and incident date ready to hand.
2. Call **us** to register **your** claim:
 - for legal protection to claim costs or compensation after a motor accident and/or incident, please call **us** on **03450 030 6925**; or
 - for legal protection to defend motoring offences, please call **us** on **03450 030 6925**.

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

Legal representation

On receipt of a claim, **we** will appoint a lawyer to act for **you**.

If it is necessary to start court proceedings, **you** are free to nominate an alternative lawyer by sending the lawyer's name and address to **us**.

If there is a conflict of interest or **we** do not agree to **your** choice of lawyer, **you** may choose another representative. If there is still a disagreement, **we** will ask the President of the relevant national law society to choose a suitably qualified person. In this circumstance both parties are obliged to accept this choice of representation.

The legal costs and expenses we will pay for

We will pay the following:

- reasonable legal costs and expenses incurred in respect of **your** claim; and/or
- legal costs and expenses, which **we** have agreed to or authorised, which **you** have been held responsible for or ordered to pay by a court or similar body.

In determining whether or not costs are reasonable, **we** will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable.

Specific factors **we** will take into account in making this determination are:

- the amount of any financial losses being claimed
- the value and complexity of the case
- the geographical location of the person and the other party to the action
- the conduct and actions of the other party
- the normal level of legal costs and expenses a similar specialist lawyer appointed by **us** would charge.

Conditions relating to your claim

- Incidents must be reported to **us** within 180 days after the date **you** discovered the incident.
- **You** must allow **us** direct access to the appointed lawyer who will provide **us** with any information or opinion on **your** claim.
- **You** must provide **us** with any information or instructions that **we** may reasonably ask for in relation to **your** claim. If **we** do not receive all the information or instructions **we** need **we** may delay or suspend **your** claim.
- **You** must notify **us** immediately if the approved lawyer receives a formal offer to settle a claim or to make a payment into court.

- If **you** do not accept a payment into court or any offer where the appointed lawyer advises that this is a reasonable payment or offer, **we** may refuse to pay further legal costs and expenses.
- No agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.
- **You** must support **us** in the recovery (from the person(s) who **you** believe were responsible) of any legal costs and expenses to **us**.
- In respect of the following, if **you**:
 - settle or withdraw a claim without our prior agreement;
 - do not give suitable instructions to the appointed lawyer; or
 - dismiss an appointed lawyer without our prior consent, (please see the 'Legal representation' and 'Disputes and arbitration' sections for more information about appointing representatives),

the cover **we** provide in respect of **your** claim will end immediately and **we** will be entitled to reclaim any costs and expenses **we** have incurred.

Disputes and arbitration

If any difference arises between **us** and **you** in respect of the:

- acceptance
- refusal
- control; or
- handling

of any claim under this section, **you** can take the steps outlined in our Complaints Procedure section in this policy.

You have the right to refer any such difference that arises between **us** and **you** to arbitration which will be decided by Counsel chosen jointly by **us** and **you**.

If there is a disagreement with regard to the choice of Counsel, **we** will ask the President of the relevant national law society to choose a suitably qualified person.

The decision shall be final and binding on both **us** and **you**.

All costs for resolving the difference will be met by the party against whom the decision is made.

General exclusions

General exclusions apply to the whole of your Aviva Distinct Motor Insurance 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 'Person or classes of persons entitled to drive', or does not have a valid and current licence to drive **your car**, 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 car** 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
- ii) if the injury, loss or damage was caused as a result of the **theft of your car**
- iii) by 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 take on except to the extent **you** would have had that liability if that agreement did not exist
3. a) loss or destruction of, or damage to, any property or any 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:
 - 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
 - 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 car** is registered outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

General conditions

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">• Details of third parties and witnesses• Statement of events relating to your claim• Sketch or photograph of the accident scene• Correspondence received from another party (including court papers)	<ul style="list-style-type: none">• Driving licence• Proof of identity and address• Vehicle documentation such as V5, MOT and proof of purchase• Receipts and invoices• Finance documents	<ul style="list-style-type: none">• Attendance at court• Meetings with solicitors or us

3. **You** must notify the police as soon as reasonably possible if **your car** 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 and/or any additional cover options provided by Aviva 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 up to £10.00 (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 and/or any additional cover options provided by Aviva, where there is a valid reason for doing so, by sending at least seven 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. If premiums are not paid when due **we** will write to **you** requesting payment by a specific date. 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 and/or any additional cover options provided by Aviva 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 and/or any additional cover options provided by Aviva 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 up to £10.00 (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 benefits under Section 3 – Injury to your or your partner.

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 car** from loss or damage.

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

You will allow **us** to have free access to examine **your car** at all times.

Your duty to comply with policy conditions

7. Our provision of insurance is conditional upon all persons who seek to benefit under this policy 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.

Mileage

12. **We** reserve the right to establish the mileage on **your car** at any time where your policy has been rated on a selected annual mileage basis. Where the annual mileage has been exceeded the 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 charged. The higher premium will apply from the commencement of the **period of insurance**.

Car sharing and insurance

13. If **you** receive a contribution as part of a car sharing arrangement 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 carrying passengers for hire or reward provided the:
 - 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 – If **your car** is used under a car sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of your policy, **you** should immediately contact **us** for confirmation.

Important notice – Information 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.

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.

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 or usual Aviva point of contact.

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 mobiles and landlines are free) or
0300 123 9123

Or simply log on to their website at 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.



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