

Please read and keep safe

# Private Car Policy

(powerpoint)

## **Important**

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





# Motor Claims Helpline from Aviva

## Important

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

24 hour assistance, 365 days a year:

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

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

# Welcome

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

## Aviva Motor Claims Helpline

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

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

### If you need to claim

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

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

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

### If you are involved in an accident

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

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

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

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

### Important

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

### Optional Extras

- Private Car Gold
- Enhanced Courtesy Car

### 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.

## Private Car Gold

### The option that gives you a whole lot more

Private Car Gold from Aviva goes even further, providing extra benefits to give **you** total motoring confidence. **You** will have the security of extensive cover, whether on the road or at home, in the event of breakdown, accident or **theft**, supported by an award winning claims service focused on restoring your enjoyment of car ownership.

### Breakdown and Rescue cover, provided by RAC

Private Car Gold gives **you** the reassurance of:

- Roadside assistance
- Recovery
- At-home assistance
- Onward travel

If **your car** breaks down away from home, Private Car Gold provides a choice of:

- Courtesy car
- Overnight accommodation for driver and passengers
- Onward transportation of **your car** plus driver and passengers
- Onward transportation may be provided if the driver should fall ill
- Refund of the cost of public transport to enable the driver and passengers to complete **your car** journey

### Personal cover

Private Car Gold also provides the following enhanced benefits:

- If **you** are travelling in any other car, **you** are covered for both roadside and home assistance
- Increased personal accident cover of £10,000 for **you** and **your partner**
- Increased medical expenses cover of £500 in respect of each person insured
- Increased **personal belongings** cover of £300 per incident

### Extended Accident and Theft benefits

If **your car** is involved in an accident, Private Car Gold provides a choice of:

- Courtesy car for up to 14 days
- Overnight accommodation for driver and passengers
- Refund of the cost of public transport to enable the driver and passengers to complete **your car** journey

In the event that **your car** is stolen and not recovered:

- Provision of alternative transport to enable the driver and passengers to complete **your car** journey
- If **you** want to know more, please contact your insurance adviser who will take **you** through the detail.

# Private Car from Aviva

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# Your Aviva Policy

Wherever words or phrases appear in **bold** in this policy booklet, they will have the meanings described in the Definitions section starting on page 10, unless otherwise shown for any policy section.

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

## Choice of law

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

- you** and **we** agree otherwise; or
- at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, 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 remain in force and **you** will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of this policy booklet.

## Administration charge

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

## Additional Covers – Refund of Premiums

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

## Financial Services Compensation Scheme

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

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

## Telephone call 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 and/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 **your car**.
- any modifications to **your car**.
- any change affecting ownership of the **your car**.
- any change in the way that **your car** is used.



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

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

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

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

# Definitions

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

(N.B. Some additional Definitions, which apply to Sections 14 and 15 only, are shown after the end of Section 13 of this booklet.)

## 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.

## Approved repairer

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

## 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.

## Fire

Fire, self-ignition, lightning and explosion.

## Green Card

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

## Hazardous locations

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

## High category hazardous goods

Any substance within the following United Nations Hazard Classes:

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

## Ignition keys

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

## Loss of any limb

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

## Market value

The cost of replacing **your 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**. This includes portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to **your car**.

## Repair quality

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

## Road Traffic Acts

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

## Schedule

The document which gives details of the cover provided.

## Territorial limits

Great Britain, Northern Ireland, the 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).

\*When driving **your car** in Spain, restrictions may apply with the breakdown 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 (applicable to Comprehensive cover only).

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 (applicable to Comprehensive cover only).

## 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.

# Cover Summary

Some cover sections under this policy are optional and do not apply unless shown on your **schedule**.  
Some cover sections or parts of cover sections are not applicable to Third Party Fire & Theft and Third Party Only insurance.

	Cover	Comprehensive	Third Party Fire and Theft	Third Party Only	Page No.
<b>Section 1</b>	Loss of or damage to your car	✓	Fire and Theft Only	✗	13
	Vehicle recovery in the event of an accident, fire or theft	✓	✓	✗	13
	Repair Guarantee	✓	Fire and Theft Only	✗	13
	Courtesy and hire cars	✓	Fire and Theft Only	✗	14
	New car replacement	✓	✗	✗	16
	Uninsured driver promise	✓	✗	✗	16
<b>Section 2</b>	Your liability	✓	✓	✓	17
	Driving other cars	✓ Policyholder only	✗	✗	17
	Liability of other persons driving or using your car	✓	✓	✓	17
	Legal personal representatives	✓	✓	✓	18
	Legal costs	✓	✓	✓	18
	Cross liability and applications of limits	✓	✓	✓	18
	Duty of care – driving at work, legal costs	✓	✓	✓	18
<b>Section 3</b>	Injury to you or your partner	✓	✗	✗	20
<b>Section 4</b>	Medical expenses	✓	✗	✗	20
<b>Section 5</b>	Personal belongings	✓	✗	✗	20
<b>Section 6</b>	Child seat cover	✓	✗	✗	21
<b>Section 7</b>	Emergency treatment	✓	✓	✓	21
<b>Section 8</b>	Vehicle recovery in the event of illness	✓	✗	✗	21
<b>Section 9</b>	No claim discount	✓	✓	✓	21
<b>Section 10</b>	Glass	✓	✗	✗	22
<b>Section 11</b>	Suspending cover	✓	✗	✗	22
<b>Section 12</b>	Continental use – compulsory insurance requirements	✓	✓	✓	23
<b>Section 13</b>	Replacement locks	✓	✗	✗	24
<b>Section 14</b>	Private Car Gold	Optional	✗	✗	25
<b>Section 15</b>	Continental breakdown and accident recovery	✓	✗	✗	28

# Section 1

## Loss of or damage to your car

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

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

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

The same cover 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**. In the event of an incident please ring our motor claims helpline and **we** will arrange for the following:

- Someone to come out and help. If **your 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**. **We** do not provide a courtesy car if **you** decide to use a repairer of your choice, even if the courtesy car option is shown on your **schedule**.
- 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.

## Repair Guarantee

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

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

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

## Exclusion to Repair Guarantee

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

### Important

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

## Courtesy and hire cars

A courtesy car can be provided to reduce your inconvenience following a claim. It is not intended to be an exact replacement for **your car**. Only persons named on the **certificate of motor insurance** as being entitled to drive **your car** are covered to drive the replacement courtesy car. Please note that a courtesy car cannot be provided until your claim has been accepted and cover has been confirmed.

The table on the following page describes what type of courtesy car will be provided according to your policy cover and situation. This should be read in conjunction with the important information shown below.

### Important Information

- A standard courtesy car is a small three door hatchback car with an engine size of 1 litre.
- An enhanced courtesy car is a five door car with an engine size of 1.6 litres, with room to seat five people.
- If **your car** is immobile or not roadworthy **we** aim to provide a courtesy or hire car within one working day. However if an incident occurs during a weekend or on a bank/public holiday, it may not be possible to provide a courtesy car until the following normal working day.
- In order to avoid undue delays, please advise **us** during the early stages of your claim if an automatic transmission courtesy car is required. Automatic courtesy cars can be supplied, providing the car being repaired is an automatic.
- **We** will not be responsible for:
  - the cost of fuel used.
  - collection and delivery charges (if they apply).
  - any charges for fitting **accessories** or **personal belongings**.
  - any **excess** which would have applied to **your car** which is temporarily replaced.
  - all charges and costs where the courtesy car is not returned by the end of the maximum benefit period provided for under this policy.
- Courtesy cars supplied under this section will be of a standard type and will not include:
  - specialised vans such as pick-up trucks, tippers or refrigerated vans, or
  - any provision for towing, or
  - any trailers or caravans.
- Returning courtesy cars – the courtesy 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.
- If the repairer chosen is not one of our **approved repairers**, a courtesy car will not be provided.

#### Important

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

What cover have you got?	What is your situation?	What are you entitled to?
<input type="checkbox"/> Standard courtesy car on Comprehensive policies	<input type="checkbox"/> <b>Your car</b> is being repaired by an <b>approved repairer</b> <input type="checkbox"/> <b>Your car</b> is being repaired by a repairer of your choice <input type="checkbox"/> <b>Your car</b> cannot be repaired or is the subject of a <b>fire</b> or <b>theft</b> claim	<input type="checkbox"/> The <b>approved repairer</b> will provide <b>you</b> with a small three door hatchback car, with an engine size of 1 litre <input type="checkbox"/> No courtesy car will be provided if an <b>approved repairer</b> is not used <input type="checkbox"/> Your incident manager will arrange for a small three door hatchback car, with an engine size of 1 litre for up to 14 days, or up until a settlement offer has been agreed (whichever is earliest)
<input type="checkbox"/> Standard courtesy car on Third Party Fire & Theft policies	<input type="checkbox"/> <b>Your car</b> is the subject of a <b>fire</b> or <b>theft</b> claim	<input type="checkbox"/> Your incident manager will arrange for a small three door hatchback car, with an engine size of 1 litre for up to 14 days, or up until a settlement offer has been agreed (whichever is earliest)
<input type="checkbox"/> Enhanced courtesy car on Comprehensive policies	<input type="checkbox"/> <b>Your car</b> is being repaired by an <b>approved repairer</b> <input type="checkbox"/> <b>Your car</b> is being repaired by a repairer of your choice <input type="checkbox"/> <b>Your car</b> cannot be repaired or is the subject of a <b>theft</b> claim	<input type="checkbox"/> The <b>approved repairer</b> will provide <b>you</b> with a five door car, with an engine size of 1.6 litres, with room to seat five people <input type="checkbox"/> No courtesy car will be provided if an <b>approved repairer</b> is not used <input type="checkbox"/> Your incident manager will arrange for a five door car, with an engine size of 1.6 litres, with room to seat five people for up to 14 days, or up until a settlement offer has been agreed (whichever is earliest)
<input type="checkbox"/> Enhanced courtesy car on Third Party Fire & Theft policies	<input type="checkbox"/> <b>Your car</b> is the subject of a <b>fire</b> or <b>theft</b> claim	<input type="checkbox"/> Your incident manager will arrange for a five door car, with an engine size of 1.6 litres, with room to seat five people for up to 14 days, or up until a settlement offer has been agreed (whichever is earliest)

**Important**

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

## 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 12 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.

Important Note: If **you** or **your car** do not meet the qualifying criteria set out, 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 will be the **market value** of **your car** at the time of loss or damage.

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

## 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:

### Excess amount

- aged 20 or under                      £300
- aged 21 to 24                            £200

The **excess** applied to glass claims can be found in Section 10 – Glass, of this policy booklet.

## Uninsured driver promise

If 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.

## Exclusions to Section 1

**We** will not pay for:

- (1) loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
- (2) mechanical, electrical or electronic failure, breakdown or breakage.
- (3) computer and equipment failure or malfunction.
- (4) loss or damage arising from **theft** while:
  - (a) the **ignition keys** of **your 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.

### Important

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



- (8) loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- (9) Where **your car** is equipped for the cooking or heating of food or drink, loss or damage by **fire** caused directly or indirectly from use of the cooking or heating equipment.

## Section 2

### Your liability

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

- (1) another person's death or injury
- (2) damage to another person's property up to a maximum 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:
  - (a) **your car**, including loading and unloading.
  - (b) any trailer while it is being towed by **your car**.

The amount payable under (2) above for damage to property is limited to £1,200,000 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.

### Driving other cars

**We** will insure **you** while **you** are driving any other car within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- the car does not belong to **you** or is not hired to **you** under a hire purchase agreement.
- you** are driving the car with the owners express consent.
- you** still have **your car** and it has not been damaged beyond cost effective repair.
- you** are aged 25 or above at inception or renewal of this policy.
- your **certificate of motor insurance** indicates that **you** can drive such a car.

Important Note: The cover provided whilst **you** are driving any other car is for Third Party only.

### 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.

#### Important

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

## Legal personal representatives

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

### Legal costs

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

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

**We** will not pay representation for:

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

### Cross liability and applications of limits

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

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

**We** will pay:

- your legal fees and expenses incurred with our written consent for defending proceedings including appeals
- costs of prosecution awarded against **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:

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

**We** will not pay:

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within 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 any 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 insured person can claim under another policy.

#### Important

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

- (2) the death of, or injury to any employee of the person insured which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the **Road Traffic Acts**.
- (3) loss or damage to property that:
  - (a) belongs to or is in the care of any person insured who claims under this section, or
  - (b) is being carried in **your 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:
  - (a) that part of an aerodrome or airport used for aircraft taking off or landing,
  - (b) aircraft parking areas including service roads,
  - (c) ground equipment parking areas, or
  - (d) any parts of passenger terminals within the Customs examination area,

unless **we** must provide cover under the **Road Traffic Acts**.

- (6) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** 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 **named driver**, 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**.

**Important**

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

# 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 motor vehicle, not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay £2,500 if, within three months of the accident, the injury is the sole cause of:

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

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

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

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

The cover under this section applies irrespective of fault.

### Exclusion to Section 3

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

# Section 4

## Medical expenses

If **you** or any other person in **your 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 £100.

The cover under this section applies irrespective of fault.

# Section 5

## Personal belongings

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

The maximum amount payable for any one incident is £150. 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.

### Exclusions to Section 5

**We** will not pay for:

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

#### Important

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

# Section 6

## 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 £100 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 7

## Emergency treatment

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

# Section 8

## 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 their journey, **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 8

**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 breakdown or failure, or is unroadworthy.
- (4) any incident directly caused by or due to the effects of alcohol and/or drugs.

# Section 9

## No claim discount

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

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

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

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

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

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

*Note*

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

- emergency medical treatment under the **Road Traffic Acts** as provided under Section 7 – Emergency treatment.
- recovery of **your car** in the event of illness as provided under Section 8 - Vehicle recovery in the event of illness.
- 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 10 – Glass.
- replacing locks, alarms or immobilisers following your **ignition keys** being lost or stolen as provided under Section 13 – 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 10

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

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

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

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

## Section 11

### 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 the 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 cover begins again.

A refund of premium is not allowable under a policy where:

- the total period of cover is less than 12 months, or
- your **certificate of motor insurance** is not returned to **us** or surrendered at the commencement of the laid-up period.

## Exclusions to Section 11

We will not pay for:

- (1) loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
- (2) mechanical, electrical or electronic failure breakdown or breakage.
- (3) computer and equipment failure or malfunction.
- (4) loss or damage arising from **theft** while:
  - (a) the **ignition keys** of **your 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.
- (9) Where **your car** is equipped for the cooking or heating of food or drink, loss or damage by **fire** caused directly or indirectly from use of the cooking or heating equipment.

## Section 12

### 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 the **schedule** in any country in the **territorial limits**, subject to:

- your car** normally being 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 cross border travel. Your **certificate of motor insurance** provides sufficient evidence of compliance with the laws on the minimum compulsory insurance of motor vehicles in any of these countries visited.

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 13

## Replacement locks

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

- affected locks
- lock transmitter and central locking interface
- affected parts of the alarm 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 car and hire car benefits under Section 1 – Loss of or damage to your car, will apply.

Your no claim discount will not be affected and no **excess** is applicable when making a claim under this section.

## Definitions (applicable to Sections 14 & 15)

Wherever the following words or phrases appear in **bold** in Section 14 – Private Car Gold and Section 15 – Continental breakdown and accident recovery, unless stated otherwise, they will have the meanings described below:

### Accident

An accidental crash immobilising **your car**.

### Beyond commercial economical repair

The cost of repairs exceeding the **market value** of **your car** following a **breakdown, accident, fire** or **theft**.

### 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 this policy section.

### 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 within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, or the address where **your car** is usually garaged.

## Journey

A trip abroad up to ninety days in any one **period of insurance**, in **your car** to the **territorial limits**, other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

## The party/your party

The total number of persons (including **you**), up to a maximum of eight people, travelling in **your car** for the entire journey.

## We/our/us/RAC

RAC Motoring Services

## You/your

The persons or persons named in your **schedule**.

# Section 14

## Private Car Gold

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

## How to obtain assistance in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

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

- call 0800 678 999.
- 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.

Cover for services in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man applies to **your car** as described on **your certificate of motor insurance**.

## 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).
- If **we** cannot repair **your car** at the roadside or if **we** believe repairs are unwise or cannot be completed within a reasonable time, **we** will take **your car** and **your party**, up to eight people, to a destination of **your** choice within ten 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 twenty 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) any repair costs including labour if **your car** was in an **accident**, damaged by **fire** or **theft** or is in our reasonable opinion damaged **beyond commercial economical repair**.
- (4) any labour other than that incurred at the roadside including, without limitation, garages.
- (5) replacing tyres or glass.
- (6) the cost of ferry crossings, road toll and congestion charges.
- (7) vehicles being demonstrated or delivered by motor traders, or used under trade plates.
- (8) repairs to **your car**, if in the reasonable opinion of **our** patrol or contractor, it had broken down or was not roadworthy before **you** took out **your** policy.
- (9) any **breakdown** which occurs within a quarter of a mile of **your home**.
- (10) 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.
- (11) the cost of parts, fuel or other supplies.
- (12) any storage charges incurred for **your car** when **you** are using **our** services.
- (13) repairs to **your car** if it is in a position where **we** cannot carry out repairs or tow it, or wheels have been removed, **we** can arrange to rectify this but **you** will have to pay the costs involved.
- (14) 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** cannot get **your car** repaired locally within what **we** deem to be a reasonable time, **we** will take **your car** and **your party home** or to a single address anywhere else within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- If **your party** consists of more than five people this may require two separate motor vehicles. An adult must accompany any child under the age of sixteen.
- Residents of Northern Ireland are also entitled to be recovered from the Republic of Ireland.

## Exclusions to Recovery

**We** will not pay for:

- (1) repairs to **your car**, if in the reasonable opinion of **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 relevant 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**.

## Exclusions to At home

**We** will not pay for:

- (1) the rectifying of failed or attempted repairs.
- (2) the reimbursement of taxi fares.
- (3) recovery of **your car**.

## Onward travel

Onward travel benefits must be arranged at the time of **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** or within a quarter of a mile of **your home**.

## Replacement car hire

**We** will pay for:

- up to one day's hire cost of a manual motor car of similar cubic capacity to **your car** up to 1.6 litres if **your car** is being repaired.

Replacement hire car 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 hire 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**, **you** will have to pay for any additional costs.

## Alternative transport

**We** will reimburse **you** for:

- standard/second class rail or other transport of **our** choice for **your party** to reach the end of **your** journey within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. **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) any of the benefits of onward travel, as stated above, before **our** attendance of the **breakdown** incident.
- (5) any of the benefits of onward travel, as stated above, if **your car** is not displaying a valid excise licence.
- (6) **you** will be reasonable for paying any extra hotel or transport costs.
- (7) planned hospital visits.

### Any private car

In addition to **your car**, Roadside assistance and At home cover is extended to any private car that the **policyholder** is travelling in, either as a driver or as a passenger.

### Enhanced policy benefits

#### □ Injury to you or to your partner (Section 3)

The payment indicated under Section 3 – Injury to you or to your partner, is increased to £10,000.

The most **we** will pay **you** and **your partner** during any one **period of insurance** is increased to £20,000.

All other terms and exclusions applicable to Section 3 continue to apply.

#### □ Medical expenses (Section 4)

The payment indicated under Section 4 – Medical expenses, is increased to £500.

The most **we** will pay **you** and **your partner** during any one **period of insurance** is increased to £500 in respect of each person injured.

All other terms and exclusions applicable to Section 4 continue to apply.

#### □ Increased personal belongings (Section 5)

The maximum amount payable for any one incident under Section 5 – Personal belongings, is increased to £300.

All other terms and exclusions applicable to Section 5 continue to apply.

## Section 15

### Continental breakdown and accident recovery

If **you** have Comprehensive cover, as shown on your **schedule**, **you** automatically receive Continental breakdown and accident recovery.

### How to obtain assistance abroad

Continental breakdown and accident recovery applies to **your car** and operates within the **territorial limits** (other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man).

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 (00 44) 1603 603047.

In the event of a **breakdown, accident, fire or theft**, in the Republic of Ireland or if the only qualified driver is medically unfit to drive **your car**, please call (1800) 535 005.

### 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 (00 44) 1603 603047 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.

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 Great Britain, Northern Ireland, the Channel Islands and the Isle of Man or on the inward journey from **your** point of entry to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, 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 £750.

### 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
- the towing 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) **breakdowns** which would be prevented by routine servicing of **your car**.
- (2) routine servicing of **your car**.

- (3) any repair costs including labour if **your car** was in an **accident**, damaged by **fire** or **theft** or is in **our** reasonable opinion damaged **beyond commercial economical repair**.
- (4) any labour other than that incurred at the roadside including, without limitation, garages.
- (5) replacing tyres or glass.
- (6) the cost of ferry crossings, road toll and congestion charges.
- (7) vehicles being demonstrated or delivered by motor traders, or used under trade plates.
- (8) repairs to **your car**, if in the reasonable opinion of **our** patrol or contractor, it had broken down or was not roadworthy before **you** took out **your** policy.
- (9) 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.
- (10) the cost of parts, fuel or other supplies.
- (11) any storage charges incurred for **your car** when **you** are using **our** services.
- (12) repairs to **your car** if it is in a position where **we** cannot carry out repairs or tow it, or wheels have been removed, **we** can arrange to rectify this but **you** will have to pay the costs involved.
- (13) 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.

### Journey continuation

If the appropriate **RAC** control centre can confirm repairs to **your car** will take more than 12 hours, or if it is to be repatriated to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

**We** will pay for:

- Additional accommodation expenses
  - up to £35 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while **you** wait for **your car** to be repaired, or
- Journey continuation or return **home**
  - a contribution (restricted to the total claims limit) to travel expenses to allow **you** to either:
    - continue **your car** journey during the period **your car** is not roadworthy, or
    - return **home** by a 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.

**RAC** will in **our** reasonable discretion decide which course of action to adopt, but **we** will take into consideration **your** preference.

**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

**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 Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- (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 Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and providing the cost of repatriation is not uneconomical. (Repatriation will be uneconomical if it will cost more than the **market value** of **your car** according to Glass's Guide or other appropriate industry standard used by **RAC**).

**We** will pay for:

- the cost of taking **your car** by road transporter from abroad to **your home** or chosen repairer in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- 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 Great Britain, Northern Ireland, the Channel Islands and the Isle of Man 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**. 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 **market value** of **your car** according to Glass's 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 breaking the law.
- (5) any further costs in connection with **your car** once declared **beyond commercial economical repair** by **Aviva**.

### 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 £35 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 repatriate **your car** unless Aviva first give their permission.

## 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.

### Exclusions to spare parts dispatch

**We** will not pay for the cost 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 **your** tent is stolen **you** must report the theft to the police as soon as reasonably practicable and obtain a written report.

**We** will pay:

- a contribution to accommodation expenses of up to £35 per person per day if during the **period of insurance you** are camping and **your** tent is damaged accidentally making it unusable, or it is stolen, or
- we** may at **our** option authorise the cost of a replacement tent.

### 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

**We** will pay for:

- the cost of providing a replacement driver to drive **your car** and **your party** to **your** destination or **home**, if a registered Doctor declares **you** medically unfit to drive and **you** are the only qualified driver.

### Exclusions to replacement driver

**We** will not pay for:

- (1) the cost of a replacement driver if there is another qualified driver in **the 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 the necessary Customs formalities.

To arrange, please call: **RAC** European Support, 0330 159 0342 (Calls may be recorded and/or monitored)  
Monday-Friday 9am-5pm

### **Exclusions to Customs claims cover**

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

# European policy requirements and limitations

## Service providers

Unless the services are provided by **RAC** patrols or contractors acting 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 of service 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, 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.fco.gov.uk](http://www.fco.gov.uk).

## Important self-drive hire car information

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

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

In some parts of the **territorial limits**, 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 Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. A second hire car will be arranged for **your** journey once you are back in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

**We** cannot guarantee a hire car will be available.

**We** cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with a tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class vehicles and cannot guarantee the hire of minibuses or vans.

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

## 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 dispatch

After **you** have asked the appropriate **RAC** control centre to dispatch parts **you** are responsible for paying 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 or bank/public 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

## General exclusions apply to the whole of your 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 accept to the extent **you** would have had if that agreement did not exist.
  - (3) (a) loss or destruction of, or damage to, any property or associated loss or expense, or any other loss, or
  - (b) any legal liability that is directly or indirectly caused by, contributed to by or arising from:
    - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - (ii) the radioactive, toxic explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - (4) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
    - (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, assuming the proportions of or amounting to an uprising, military or usurped power.
    - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above. except to the extent that it is necessary to meet the requirements of the **Road Traffic Acts**.
  - (5) Any accident, injury, loss or damage if **your car** is registered outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

# General Conditions

## General conditions apply to the whole of your policy

### Claims procedure

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

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

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

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

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

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

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

**Below are some examples of what we may request. However, we may also ask for other information, documents and assistance relevant to your claim.**

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

- (3) **You** must notify the Police as soon as reasonably possible if **your 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 at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover. If **you** cancel your policy **we** will also charge a fee of £25.00 (plus Insurance Premium Tax where applicable) to cover **our** administrative costs.

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

#### (4b) Our right to cancel

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

Valid reasons include but are not limited to the following:

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

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

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

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

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

### Other insurance

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

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

### Your duty to prevent loss or damage

- (6) You shall at all times take all reasonable steps to safeguard **your 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 under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

### Fraud

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

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

- (9) If the law in any country in which this policy operates requires **us** to settle a claim which, if this law

had not existed, **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

### Direct right of access

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

### Monthly premiums

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

**We** will provide **you** with one month's cover for each monthly premium **you** pay.

If **you** have paid one or more premiums but then fail to pay any premium after that, **we** will have the right to cancel the policy as set out in the General Conditions section of this policy booklet.

### Monthly payment plan

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

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

### Mileage

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

### Car sharing and insurance

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

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

### Important

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

### Important Notice – Information we need to know about

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

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

- we** may cancel your policy and refuse to pay any claim, 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 landlines and mobiles are free) or  
0300 123 9123

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

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











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