

# To report a claim, call:



0344 381 4420



0344 381 4463



0344 381 4461



0344 381 4462

**Lines are open 24/7 all year round**

UK manned call centre

## IMPORTANT

You must report all claims whether or not it is your fault and whether you intend to make a claim or not.

You should call to report your claim as soon as possible and within 12 hours of the incident occurring.

## Legal Cover

Your policy includes free legal cover. If you've had an accident that was not your fault, your legal cover could help you with;

- Repairs for your vehicle
- A like for like hire car
- Compensation for injury
- Recovery of other losses, such as loss of earnings

More information about legal cover can be found at: [www.adrianflux.co.uk/legal-expenses](http://www.adrianflux.co.uk/legal-expenses)  
Our claimsline handlers will discuss your legal cover with you.

## Reporting Fraudulent claims

If you suspect insurance fraud, you can call the Insurance Fraud Bureau's Cheatline on **0800 422 0421**.

You can also report insurance fraud online at [www.insurancefraudbureau.org/report](http://www.insurancefraudbureau.org/report)

Putting your business first

# Your Van Policy



## Your Van Helplines

Clubline

24 hours, 365 days

In the event of an accident, glass  
breakage or to make a claim

**0800 678 999**

Vehicle Security Helpline

**0845 769 7334**

Risk Solutions Helpline

**0845 366 6666**

BMCYV0080 06.2009 (A)



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

# How to make sure you get the most from this policy

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Thank you for choosing Aviva. We'll be there for you whenever you need us – 24 hours a day, 365 days a year.

Picture the scene, it's 11.30am on Friday, your busiest day, your van is stolen or is in an accident and you need to make the afternoon deliveries - all you want is help as quickly as possible.

# How to get help

## Call the Clubline from Aviva on 0800 678 999

Clubline is a free service that **we** provide for Your Van policyholders.

### We will help you if:

- **you** are involved in an accident (it is important that you report any accident to **us** immediately, even if **you** are not making a claim under your policy);
- **you** want to make a claim;
- **you** have a broken windscreen or window; or
- **you** have breakdown or replacement van cover and need to organise assistance.

### It's our problem now

If **you** have had an accident, depending on your cover, **we** can arrange for your van to be recovered and **you** and your passengers to be taken home. **You** don't need to worry about estimates as **we** have our own approved repairers and will usually instruct them within an hour of **you** telling **us** that your van needs repairing. **We** will also authorise repairs and settle payments direct with the repairer, and all repairs are guaranteed for three years.

### Telephone Call Recording

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

### Customers with Disabilities

This policy is also available in large print, audio and Braille. If you require any of these formats please contact your insurance advisor.

If **you** are making a claim, a Claims Advisor will record details of the incident and will start sorting out your problem immediately. **You** do not have to fill in any forms. The incident manager will confirm:

- whether your policy covers **you** for the incident;
- what **you** will have to pay; and
- all the steps involved in your claim being settled.

### We promise to:

- make sure that our staff are professional, pleasant and helpful;
- deal with your claim or any enquiry quickly and efficiently; and
- send **you** simple, easy-to-understand information.

### Important

When **you** phone the Clubline, please, if at all possible, have your policy number ready (as shown on your policy **schedule**). Your Clubline Claims Advisor will then be able to find your policy records quickly and provide the level of service that you expect.

# Your Van policy

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

If **you** decide that **you** do not want to accept this policy, return it and your **certificate of motor insurance** within 14 days of receiving it and, as long as **you** haven't made any claims, **we** will work out the premium for the period we have been insuring **you** and refund any balance.

## Choice of Law

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

- 1) **You** and the Insurer agree otherwise; or
- 2) 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.

## The contract of insurance

This policy is a contract of insurance between **you**, the policyholder, and **us**, Aviva.

This policy, the application form, the **schedule** and the **certificate of motor insurance** form the contract of insurance between **you** and **us**.

In return for **you** paying your premium, **we** will provide the cover shown in the **schedule** for any accident, injury, loss or damage that happens within the **territorial limits** during the **period of insurance**.

## Changes we need to know about

Please tell your insurance intermediary about:

- any changes to your circumstances which may affect this insurance; or
- any other material facts, for example, a change to the people who will be insured, motoring convictions of any of the people who will be insured, a change of vehicle or a change in the way that the vehicle is used.

## Use of Language

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

# Definitions

Whenever the following words or phrases appear, they will have the meanings described below.

## You

The policyholder named in your Aviva policy **schedule**.

## We, us

Aviva Insurance UK Limited.

## Your partner

Your partner or your husband or wife or who lives at the same address as **you** and shares financial responsibilities with **you**. This does not include any business partners or associates.

## Your vehicle

Any motor vehicle described in the **schedule**.

## Schedule

The document which gives details of the cover **you** have.

## Certificate of motor insurance

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

The certificate does not show the cover **you** have.

## Period of insurance

The period of time covered by this policy, as shown in the **schedule**, and any other period that **we** agree to insure **you** for.

## Market value

The cost of replacing **your vehicle** with one of the same type and condition.

## Clause

An extra or alternative wording which changes the terms of your policy. The clauses which apply are shown in your **schedule**.

## Fire

Fire, self-ignition, lightning and explosion.

## Theft

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

## Trailer

Any drawbar trailer or semi-trailer.



### Accessories

Parts of your vehicle which are not directly related to how it works as a vehicle. This includes in-van entertainment, such as a radio, and communication equipment which form part of **your vehicle**, including mobile phones while they are connected to a power source in **your vehicle**.

### Excess

The amount of any claim **you** will have to pay if **your vehicle** is lost, stolen or damaged. (The amount applies to each individual vehicle.)

### Territorial limits

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

### Green Card

A document that **you** will need in

certain countries which are not members of the European Union to prove that **you** have the minimum insurance cover needed by law to drive in those countries.

### RAC

RAC Motoring Services  
PO Box 700  
Bristol  
BS99 1RB

### Road Traffic Acts

Any acts, laws or regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### Terrorism

Plain English Campaigns Crystal Mark does not cover this terrorism wording for legal reasons.

1. 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, or so claimed in whole or in part, for political, religious, ideological or similar purposes.

2. Any action taken in controlling, preventing, suppressing or in any way relating to 1. above.

## Policy cover index

Type of cover	Sections which apply
Comprehensive	Sections 1 to 9 apply
Third Party Fire and Theft	Sections 2, 6, 7, 8 and 9 apply. Section 1 only applies for loss or damage caused directly by fire or theft.
Third Party only	Sections 2, 6, 7 and 8 apply.
Optional covers	These sections only apply if it says so in your schedule. Section 10: Breakdown assistance Section 11: Replacement van cover

### Your cancellation rights

You have a statutory right to cancel your policy within 14 days from the day of purchase of the contract or the day on which you received your policy documentation whichever is the later. If you wish to do so 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 do so and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period in which you received cover. To exercise your right to cancel your policy, please contact your insurance intermediary, at the address shown on your policy schedule. You should also return your certificate of motor insurance immediately following cancellation. If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium. For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of this booklet.

### Administration Charge

We reserve the right to apply an administration charge of up to £10 (subject to 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 if they are subsequently removed after the statutory cancellation period.

# Section 1

## Loss of or damage to your vehicle

If **your vehicle** is lost, stolen or damaged, **we** will, make the decision to, either:

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

The same cover applies to:

- **accessories** and spare parts; and
- fixtures and fittings;

while these are in or on **your vehicle**.

**We** will also pay for loss or damage to **your vehicle's** audio equipment, which is away from **your vehicle**, if this equipment:

- has been designed to be removed or partly removed from **your vehicle**;
- cannot work without being attached to **your vehicle**; and
- has been temporarily removed for security or maintenance purposes.

The most **we** will pay will be the **market value** of **your vehicle** at the time of the loss, but not more than your estimate of value shown in our records.

If **we** know that **you** are still paying for **your vehicle** under a hire-purchase or leasing agreement, **we** will make any payment due to the owner described in that agreement.

**Our** liability under this policy will then end.

If **your vehicle** cannot be driven due to loss or damage insured under this policy, **we** will pay the reasonable cost of delivering it to **you** at your address in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands after it has been repaired.

### Accident recovery

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, **we** can arrange for the **RAC** to take **your vehicle** to the nearest repairers. If **you** are involved in an accident, call the Clubline, and the **RAC** will arrange for the following at no extra cost.

- Someone to come out and help. If **your vehicle** cannot be made roadworthy immediately, it will be taken to our nearest approved repairer. **Your vehicle** can be taken to a repairer of your choice, if this is nearer, but this may lead to delays in arranging the repairs to **your vehicle**. This rescue service also applies if **you** have an accident in the Republic of Ireland (call 1800 535005).
- Passing a message on to someone on behalf of any driver.

In providing recovery assistance after an accident, **RAC** employees and contractors will use reasonable care and skill when providing the service.

The **RAC** can, however, cancel services or refuse to provide them if, in their opinion, your demands are unreasonable or impractical.

## New vehicle replacement

**We** will replace **your vehicle** with a new vehicle of the same make and specification (if one is available) if, within six months of **you** or **your partner** buying it new:

- the cost of repairing any damage covered by the policy is more than 60% of its United Kingdom list price (including vehicle tax and VAT) at the time **you** or **your partner** bought it; or
- **your vehicle** is stolen and not recovered.

**We** will only replace **your vehicle** if:

- **you** or **your partner** own the **vehicle** or bought it under a hire-purchase agreement (**we** will not replace any vehicle that is the subject of any type of leasing or contract hire agreement);
- any interested hire-purchase company agrees; and
- **you** or **your partner** are the first registered owner of **your vehicle**.

## Excesses

If **your vehicle** (including its **accessories**, spare parts, fixtures and fittings) is lost, stolen or damaged, **you** will have to pay the first part of any claim as shown below.

These **excesses** apply as well as any voluntary or other compulsory **excesses** that may apply.

Where the person driving or in charge of the vehicle is:	Damage to <b>your vehicle</b> (other than by fire or theft)	Damage to <b>your vehicle</b> arising from fire or theft
	<b>Excess that applies</b>	<b>Excess that applies</b>
a aged 20 or under	£370	£120
b aged 21 to 24	£270	£120
c aged 25 or over	£120	£120

If **you** are only claiming for loss of, or damage to, the glass in **your vehicle's** windscreen, sunroof or windows, or for any scratches on the bodywork caused by breaking glass, the **excesses** under a, b, and c will not apply. **You** will, however, have to pay the first £60 of the cost of replacing the glass. This **excess** for glass:

- will not apply if the glass is repaired rather than replaced; and
- cancels out any other general **excess** that would otherwise apply to glass claims.

### Glass in the windscreen, sunroof or window

Any payment for repairing or replacing glass in the windscreen, sunroof or windows of **your vehicle** (or any scratches on the bodywork caused by breaking glass) will not affect your no claim discount.

### Exceptions to section 1 of your policy

Your policy does not cover the following.

- 1 Loss of use, wear and tear, reduction in value, mechanical, electrical or electronic breakdown, or computer equipment, failures, breakdowns or breakages.
- 2 Loss or damage arising from theft while the ignition keys of your vehicle have been left in or on your vehicle.
- 3 Damage to tyres caused by braking or by punctures, cuts or bursts.
- 4 Loss or damage resulting from pressure waves caused by aircraft or other objects in the air that are travelling at sonic or supersonic speed.
- 5 Loss of value following a repair.
- 6 Loss or damage caused directly or indirectly by fire if your vehicle is equipped for the cooking or heating food or drink.
- 7 The confiscation or requisition or destruction under an order made by any government or public or local authority.

## Section 2

# Liability to third parties

### Your liability to third parties

We will insure **you** for any compensation **you** may have to pay (and any expenses we agree) as a result of **you** being legally liable following:

- death or bodily injury to anyone else for an unlimited amount; and
- damage to anyone else's property, up to £2,000,000 for any one claim or all claims arising from any one incident.

This section only applies if the death, bodily injury or damage arises out of an accident caused by or in connection with:

- **your vehicle**, including its loading and unloading; or
- any **trailer** while it is being towed by **your vehicle**.

Plain English Campaigns Crystal Mark does not cover this terrorism wording for legal reasons.

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

- £2,000,000 in respect of all claims resulting directly or indirectly from one cause or such greater sum as may be required to meet the minimum insurance requirements of the **Road Traffic Acts**.

### Liability to other people who drive or use your vehicle

On the same basis as **we** insure **you** under this section, **we** will also insure the following people.

- Any person **you** give permission to drive **your vehicle**, as long as your **certificate of motor insurance** allows that person to drive.
- Any person **you** give permission to use (but not drive) **your vehicle** for social, domestic and pleasure purposes, as long as that use is included on the **certificate of motor insurance**.
- Any passenger travelling in or getting into or out of **your vehicle**.

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

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

- **your vehicle** is:

- not being driven by the owner;
- not being driven by a person who is employed by the owner; or
- in the charge of but not being driven by the owner or any person who is employed by the owner;

and:

- the owner cannot claim under another policy; and
- the owner follows the terms, exceptions and conditions of this policy as far as they can.

## Insurance for legal personal representatives

If anyone who is insured under this section dies, **we** will protect his or her legal personal representatives against any liability that the person had which is covered under this section.

## Legal costs

**We** will pay the following legal costs if they relate to an incident which is covered under this section.

- The fees of solicitors **we** ask to represent anyone **we** insure under this section at a coroner's inquest or fatal accident inquiry, or to defend any proceedings in a magistrates' court.
- Fees for legal representatives **we** ask to defend anyone **we** insure under this section when proceedings are taken for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death.



## Section 2

# Liability to third parties – continued

### Cross liabilities

Where there is more than one insured person named in your **schedule**, each one will be covered as if they are the only insured person covered under this policy. But **we** will only pay up to £2,000,000 for damage to anyone else's property for any one claim or a number of claims relating to one incident.

### Application of indemnity limits

If there is an accident which involves **us** paying more than one person, any limitation under the terms of this policy or any clause relating to the maximum amount payable will apply and we will settle your payment first.

### Exceptions to section 2 of your policy

We will not cover the following.

- 1 Any claim if any person insured under this section fails to follow the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment under any other insurance policy.
- 2 The death of or bodily injury of any employee of the person who is insured which arises out of the course of their employment, except where liability must be covered by us under the **Road Traffic Acts**.
- 3 Loss or damage to property that:  
a belongs to or is in the care of anyone **we** insure who claims under this section; or  
b is being carried in **your vehicle**.
- 4 Loss, damage, death or bodily injury caused or which happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of **your vehicle**, bringing a load to **your vehicle** for loading or taking a load away from **your vehicle** after unloading it.
- 5 Damage to premises (or to the fixtures and fittings) where the damage is insured by another policy.
- 6 Damage to any vehicle where cover in connection with how the vehicle is used or driven is provided under this section.

- 7 All loss, damage, death or bodily injury caused directly or indirectly by pollution or contamination, unless it is caused by a sudden, identifiable, unintended and unexpected incident which happens in total at a specific time and place during the period of insurance, unless the liability cover is a requirement of the **Road Traffic Acts**. For the purposes of this exception, pollution or contamination means all pollution or contamination of buildings or other structures, or of water, land or the atmosphere.
- 8 The death, bodily injury or illness of any person caused by food poisoning, anything harmful contained in any goods supplied, or any harmful or incorrect treatment given at or from the vehicle.
- 9 All loss, damage, death or bodily injury while **your vehicle** is being used in:
  - a the part of an aerodrome or airport that is provided for aircraft to take off and land;
  - b aircraft parking areas, including the associated service roads and ground equipment areas; and
  - c areas of passenger terminals which come within the customs examination area, except where this liability must be covered by the **Road Traffic Acts**.

Plain English Campaigns Crystal Mark does not cover this terrorism wording for legal reasons.

- 10 To any consequence whatsoever resulting directly or indirectly from or in connection with **terrorism**, regardless of any contributory cause or event, except where such liability is required to be covered by the **Road Traffic Acts**.

## Section 3

### Injury to you or your partner

If **you** or **your partner** suffer accidental bodily injury in direct connection with **your vehicle**, **we** will pay £2,500 if, within three months of the accident, the injury is the only cause of:

- death;
- permanent loss of sight in one or both eyes; or
- loss of any arm or leg.

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** for any other vehicle or vehicles, **you** will only be compensated for your injuries under one policy.

#### Exceptions to section 3 of your policy

This personal accident insurance does not cover:

- 1 corporate organisations or firms;
- 2 death or bodily injury arising from suicide or attempted suicide; or
- 3 anyone who is 70 or older at the time of the accident.

## Section 4

### Medical expenses

If **you**, or anyone else who is in **your vehicle**, are injured as a direct result of **your vehicle** being involved in an accident, **we** will pay for the medical expenses in connection with the injury up to £100 for each injured person.

## Section 5

### Rugs, clothing and personal belongings

We will pay **you** (or the owner if **you** ask **us**) for loss or damage to rugs, clothing or personal belongings caused accidentally or by **fire** or **theft** while they are in or on **your vehicle**. The maximum amount **we** will pay for any one incident is £100.

#### Exceptions to section 5 of your policy

We will not pay for:

- 1 money, stamps, tickets, documents or securities; or
- 2 goods or samples, tools of trade, ropes or tarpaulins carried in connection with any trade or business.

## Section 6

### Emergency treatment

We will refund any person using **your vehicle** for payments they have to make under the **Road Traffic Acts** for emergency medical treatment.

A payment made under this section will not affect your no-claim discount.

## Section 7

### No-claim discount

If **you** do not make a claim under your policy, your renewal premium will be reduced in line with our scale of no-claim discount that applies at the time.

**You** will not earn a no-claim discount under a policy that **you** have had for less than 12 months. If **we** agree to transfer this policy to another person, the no-claim discount that **you** have already earned under this policy will not apply to the person who the policy is being transferred to.

If this policy applies to more than one vehicle, the no-claim discount will apply as if a separate policy has been issued for each vehicle.

## Section 8

### Foreign use and compulsory insurance requirements

As well as providing cover within the **territorial limits**, this policy, in line with European Union directives, also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in:

- any other country which is a member of the European Union; and
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of European Communities Directive 72/166/EEC relating to civil liabilities arising from using a motor vehicle (eligible countries change from time to time so ask your insurance adviser for the current list).

The level of cover provided will be the minimum needed to follow the laws on the compulsory insurance of motor vehicles of the country in which the accident happens. Where the level of cover in any European Union Member State is less than that provided by the

legal minimum requirements of Great Britain, the level of cover that applies in Great Britain will apply in that Member State.

### If you take your vehicle abroad

The cover described on page 18 only meets the minimum legal requirements while **you** are abroad. If **you** ask **us**, **we** can extend your policy to provide the same level of cover in the rest of the European Union and certain other European countries as **you** have within the **territorial limits**. To get this cover **you** must give your insurance adviser details of the trip. Your adviser will arrange for a clause to be added to your policy to provide this cover, and will (where appropriate) give **you** a **Green Card** and tell **you** the extra premium **you** will have to pay.

## Section 9

### Replacement locks

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

- affected locks;
- lock transmitter and central-locking system; and
- affected parts of the alarm or immobiliser (or both);

as long as **we** are satisfied that the person who has your keys or transmitter knows where **your vehicle** is.

Any payment under this section will not affect your no-claim discount.

# Section 10

## Breakdown assistance

This section applies if you have chosen breakdown assistance, as shown in your policy schedule.

In the unfortunate event of **your vehicle** breaking down, please follow these simple steps.

- 1 Phone Clubline on 0800 678 999.
- 2 Tell the operator that **you** are a Your Van policyholder with breakdown cover.
- 3 Give the operator **your vehicle** registration number and policy number.
- 4 Tell the operator where **your vehicle** is and what the problem is.

They will then know what to do next and what form of assistance would be the most appropriate for **you**.

The following cover is provided in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, through the **RAC**, for **you** or any person who is allowed to drive under '5 – Person or classes of persons entitled to drive' in the **certificate of motor insurance**.

Remember, always call Clubline first. Please do not go ahead and make your own arrangements as the **RAC** cannot refund any costs you have to pay if you did not get their authorisation first. This is not a claim service.

If **your vehicle** breaks down, **RAC** will arrange for the following at no extra cost.

- Roadside

If **you** are stranded on a public highway (or other road or area to which the public has the right of access) because **you** have broken down, **we** will send an **RAC** patrol or contractor to help **you**. If **your vehicle** cannot be repaired immediately, it will be taken to a nearby garage where **you** may arrange for repairs to be made. If **your vehicle** needs to be towed, it must display a valid road tax disc. Roadside includes labour at the scene of the breakdown (but not labour at any garage to which the vehicle is taken). Roadside does not include the cost of parts, fuel or other supplies. Also, **RAC** will arrange for one of the following options, at no extra cost, if **your vehicle** breaks down away from

home and cannot be repaired within a reasonable time.

- Recovery

**RAC** will take **your vehicle**, any caravan or **trailer** on tow at the time, the driver and up to seven passengers to the destination of the driver's choice, in one non-stop journey. If there are more than five people, this may need two separate vehicles. An adult must accompany any children. This facility may also be provided if the driver falls ill and there are no passengers who can drive the vehicle, so that the journey can be completed. In these circumstances **RAC** will decide whether to offer this service. You will need to provide some form of medical certification.



# Section 10

## Breakdown assistance – continued

- At home  
If **your vehicle** breaks down at home, **RAC** will arrange for someone to come out and help. If **your vehicle** cannot be repaired immediately, it will be taken to a nearby garage, where **you** can arrange for repairs to be carried out at your own expense.

### Breakdown assistance will not cover:

- the costs of any ferry crossing or toll charges;
- carrying of any livestock that need special transport arrangements;
- the cost of recovering **your vehicle** if it is stuck in water, a bog, a ditch or on a beach, or if it has overturned, unless this forms part of your insurance claim;
- repairing or recovering **your vehicle** if it broke down at the premises of a motor trade;
- the cost of spare parts, petrol, oil, keys or other materials and garage labour; or
- any vehicles that:
  - a are carrying a dangerous or illegal load;
  - b cannot be recovered by normal trailers or transport;
  - c are caravans or trailers over 7.6 metres long, including a towbar; or
  - d are over 3.5 tonnes in weight.
- any costs which are not directly covered by the terms and conditions of this section.

When providing breakdown assistance, **RAC** employees and contractors will use reasonable care and skill. **RAC** can, however, cancel services or refuse to provide them if, in their opinion, the demands made are unreasonable or impractical.

# Terms and conditions

## Breakdown assistance

- 1 **RAC** will provide the services under the cover as long as **you** have paid your insurance policy extension (if this applies), and **RAC** cover subscription, and **you** do not owe **us** any money.
- 2 **You** must produce proof of identity to use **RAC** services. If it is not available, the **RAC** may refuse to provide the service.
- 3 **RAC** will take legal action against anyone who uses their services dishonestly.
- 4 If a service is provided to a child, an adult must accompany the child.
- 5 Work cannot be carried out on **your vehicle** if it is unattended.
- 6 **RAC** and their associated contractors will use reasonable skill and care when providing the service.
- 7 Except in relation to any claim **you** may have for death or personal injury, if **RAC** are in breach of the arrangements under this contract, **RAC** will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contracts, or for any business losses.
- 8 **RAC** have the right to refuse to provide the service or to cancel your cover (or both) if anyone using the service behaves in a threatening or abusive way to **RAC** staff or contractors.
- 9 If the service **you** need is not provided under these conditions, **RAC** will try, if **you** want, to arrange it at your expense. The conditions of, and any payment for, any such service are a matter for **you** and the supplier to decide.

# Section 11

## Replacement van cover

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

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

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

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

During this period the vehicle will be insured as a replacement vehicle under this policy. However, if cover on **your vehicle** is restricted to third party fire and theft, the cover on the replacement vehicle will be increased to comprehensive cover. All sections of the policy except Section 10 will then apply. Any incident relating to the replacement vehicle may affect your no-claim discount.

You will be responsible for:

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

The replacement vehicle will be a:

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

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

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

## Availability of replacement vehicles

The service described previously depends on a suitable replacement vehicle being available from the supplier.

While every reasonable effort will be made to supply a replacement vehicle, neither **we** nor the supplier will be liable to pay any compensation nor provide a vehicle from any other source if a suitable vehicle is not available.

## Returning replacement vehicles

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

# General exceptions

## Your policy does not cover the following.

- 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**;
  - b driven by **you**, unless **you** hold a licence to drive the insured vehicle or have held a licence and are not disqualified from holding or getting such a licence;
  - c driven by anyone else with your permission who, to your knowledge, does not have a licence to drive your vehicle, has never held one or is disqualified from holding or getting such a licence; or
  - d driven by any person other than anyone who is described under the section of your **certificate of motor insurance** headed 'Persons or Classes of Persons entitled to drive'. **We** will not withdraw this cover:
    - while **your vehicle** is in the custody or control of a member of the motor trade for the purposes of maintenance or repair;
    - if the injury, loss or damage was caused as a result of **your vehicle** being stolen or having been taken without your permission; or
    - if the person driving your vehicle does not have a valid driving licence and you did not know this.
- 2 Any liability **you** have agreed to which you would not otherwise have had.
- 3
  - a Loss or destruction of, or damage to, any property or any associated loss or expense, or any other loss; or
  - b Any legal liability that is directly or indirectly caused by, contributed to by or arising from:
    - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- 4 Anything that happens as a result of or in connection with any of the following, unless it is necessary to meet the requirements of the **Road Traffic Acts**.
  - a war, invasion, civil war, rebellion, or any other similar event.
  - b any action taken to control or prevent anything mentioned in a above.
- 5 Any accident, injury, loss or damage (except under section 2) arising during or as a result of:
  - a an earthquake; or
  - b a riot or civil commotion that happens outside Great Britain, the Isle of Man or the Channel Islands (except where this liability must be covered by the **Road Traffic Acts**).
- 6 Any accident, injury, loss or damage if any vehicle is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

# General conditions

## Claims procedure

- 1 As soon as is reasonably possible after **you** are aware of any accident, injury, loss or damage, **you** or your legal personal representatives must phone **us** giving full details of the incident. **You** should send **us** any communication **you** receive about the incident immediately. **You** or your legal personal representatives must also let **us** know, as soon as **you** are aware, if anyone who is insured under this policy is going to be prosecuted as a result of the incident, or if there is going 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 permission. If **we** want to, **we** can take over and carry out in your name (or the name 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** will decide how to deal with any proceedings or any claim. The person who is making a claim under this policy must give **us** all the information and help **we** need to achieve a settlement.
- 3 If there is a claim, or a number of claims, arising out of one incident, and this relates to paying for damage to property, **we** may, at any time, pay **you**:
  - a the full amount **we** have to pay under the policy (less any amount **we** have already paid in compensation) ; or
  - b any smaller amount for which these claims can be settled.

When **we** have done this, **we** will no longer be responsible for the claim.

**We** will then have no liability under this policy, except for paying the costs and expenses of litigation, in relation to matters before the date of the payment.

## Cancelling this policy

- 4 Following the expiry of **your** statutory cooling off period, **you** continue to have the right to cancel **your** policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** received cover and there will also be an additional charge of up to £10 (subject to Insurance Premium Tax where applicable) to cover the administrative cost of providing the policy. **You** must also return **your** certificate of motor insurance immediately following cancellation. **We** (or any agent **we** appoint and who acts with **our** specific authority) may cancel this policy by sending 7 days notice to **your** last known address. **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. If **you** do not pay the premium (or any part of the premium under the payment option **you** have chosen) by the due date, **we** may cancel this policy with effect from the end of the last period for which a payment has been made.



# General conditions

## Claims procedure – continued

### 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 which **we** will pay as shown under that section.

**We** do not have to accept any liability under section 2 which **we** would otherwise be entitled to exclude under exception 1 to section 2.

### Your duty to prevent loss or damage

- 6 **You** must take all reasonable steps to protect **your vehicle** from loss or damage at all times. **You** must continue to keep **your vehicle** in an efficient condition, and **we** will have free access to examine **your vehicle** and **trailer** at all times.

### Arbitration

- 7 Except for claims under section 3, if **we** have accepted a claim and there is a disagreement over the amount to be paid, the disagreement must be referred to an arbitrator that **you** and **us** agree to, in line with the law at the time. When this happens, a decision must be made before **you** can take any legal action against **us**.

### Your duty to follow the policy conditions

- 8 **We** will provide insurance under this policy as long as **you** follow the conditions of this policy.

### Fraud

- 9 If any claim is fraudulent in any way, or if **you** or anyone acting on your behalf has acted fraudulently (including exaggerating the claim or sending **us** false documents), **we** will not provide any benefit under this policy.

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

- 10 If, under the law of any country in which this policy applies, **we** have to settle a claim which **we** would not have to pay if this law did not exist, **we** reserve the right to recover these payments from **you** or from the person who is liable.

## Monthly premiums

- 11 If you have chosen to pay monthly premiums, you must pay the first two monthly premiums by the date the insurance starts. If you do not pay the first premium we may cancel this policy with effect from the start date. You must pay one monthly premium on the same day of each month, starting in month two and ending in month 11. When the policy is renewed you must pay one premium a month. If you do not pay a monthly payment on the date that it is due, this will give us the right to cancel this policy from the date the premium was due.

**We** will give **you** one month's cover for each monthly premium **you** pay during the **period of insurance**.

## Mileage

- 12 **We** have the right to look at the mileage on **your vehicle** at any time, as your policy has been rated on your annual mileage. If **you** have gone over the stated annual mileage, **we** will increase your premium to that which applies to the higher annual mileage limit. If **we** become aware that **you** have gone over your stated annual mileage at the time of a claim, **we** will take the extra premium from the claims payment. The higher premium will apply from the start date of the **period of insurance**.

# Complaints procedure

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 that **we** continually improve the service we offer.

## What will happen if you complain?

- **We** will acknowledge your complaint within 2 working days of receipt
- **We** aim to resolve complaints, following assessment and investigation 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 should you be dissatisfied

Seek resolution by your insurance adviser or usual Aviva point of contact.

If **you** are disappointed with any aspect of the handling of **your** insurance **we** would encourage **you**, in the first instance, to contact the manager concerned. **You** can write to **us**, or telephone **us** whichever suits **you**, and ask **your** contact to review the problem. If **you** remain unhappy with the decision **you** receive, **you** may write to the Chief Executive UK Insurance, Aviva, PO Box 6, Surrey Street, Norwich NR1 3NS. If **you** are dissatisfied with **our** final decision (from the Chief Executive Officer), **you** can refer the matter to the Financial Ombudsman Service (FOS). Full contact details of both our Chief Executive and the FOS will be provided when we write in response to your complaint. Note that the FOS will only consider **your** complaint if **you** have given **us** the opportunity to resolve it and **you** are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. If however, **we** do not resolve **your** complaint within 40 working days, the FOS will accept a direct referral. Whilst **we** are bound by the decision of the FOS, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

## 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.



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