

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
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

Relax. We've got you covered
Please read and keep it safe

Private Car Policy

(powerpoint)

Your
accident
card is
inside

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



Introducing Private Car from Aviva

Thank **you** for choosing Private Car from Aviva, the motor insurance policy that gives **you** all **you** need – and the option of that little bit more!

You now have the reassurance of knowing that **you** are protected by the UK's largest insurer.

An insurer who looks after **you** when **you** need it. An insurer who helps when **you** are out there by the roadside... and after the event, with fast settlement of your claim.

With Aviva, **you** are in safe hands.

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 adviser.

Clubline 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 (Gold **policyholders** only)

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

Your Accident Card

Get back on the road, fast. Please report all accidents to us immediately so we can tell you what to do next and help resolve any claim.

0800 678 999

(Lines open 24 hours a day, 7 days a week)
Calls may be recorded and/or monitored.



Accident card

We recommend **you** carry this card with **you** in your purse or wallet for use if **you** are involved in an incident covered by your insurance.

Third Party Accident Card

Our driver is insured by AVIVA, the UK's largest insurer.

Please call **us** to discuss your accident.

0800 678 999

(Lines open 24 hours a day, 7 days a week)
Calls may be recorded and/or monitored.



Your Aviva Policy

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Welcome to Private Car

and automatic membership of our exclusive club benefits.

Welcome to Private Car from 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. Choosing Private Car, gives **you** automatic membership to our Club Insurance service and access to the exclusive Clubline claims service; **0800 678 999**.

Why Clubline is good for you

Clubline is a freephone number, offering help and assistance in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and operating 24 hours a day, 365 days of the 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 the Clubline and a Club Personal 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 on 0800 678 999 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 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.

Next...

You will be sent a statement of fact and contacted by your Personal Incident Manager to confirm the details that **you** have already provided to Clubline.

All **you** need to do is add any relevant information, check and sign it.

It's never been easier!

The practicalities

If **you** are involved in an accident, phone Clubline 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
- Your Personal Incident Manager to talk **you** through the claims process.

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 Comprehensive Gold cover as indicated in your **schedule**, and **you** require Breakdown Assistance, again call the Clubline and **we** will arrange for RAC to be with **you** as soon as possible.

Important

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

Please ask your insurance adviser for our 'Driving on the Continent' booklet which contains information on driving abroad and what to do in the event of an accident abroad.

Welcome to Private Car Continued

Key benefits

- Full Courtesy Car – Car for 14 days in the event of total loss
- Uninsured Driver Promise – No loss of no claim discount and policy **excess** refunded following an accident that is the fault of an uninsured driver.
- Recovery of **your car** to your home or any UK destination if **you** are taken seriously ill and cannot continue **your car** journey
- Child Seats – Replacement cover up to £100 per child seat in the event of an accident or loss
- Use our select repairer service and **we** will book **your car** into an **approved repairer**, provide **you** with a courtesy car for the duration of the repair and guarantee the repairs for three years
- All repairs form part of the manufacturers warranty certificate
- Replacement locks if keys are stolen
- Free breakdown recovery whilst driving within the **territorial limits** (other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, unless **you** have selected Comprehensive Gold cover as indicated in your **schedule**

- Customers have access to our Motor Clubline – a 24-hour emergency claims and legal helpline
- Ability to identify and appoint the **approved repairer** best suited to your requirements and location
- Fast authorisation for repairs
- One-call to report all claim types and provide scene of the accident advice
- Unlimited audio equipment cover on manufacturer fitted systems

Optional Extras

- **Club Gold**
- **Enhanced Courtesy Car**

Private Car Gold from Aviva

(or Club Gold)

The option that gives you a whole lot more

Gold, the same great service but with higher and more extensive levels of cover.

Private Car Gold from Aviva, also known as Club Gold, 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.

Full Breakdown and Rescue cover, provided by RAC

It's no fun being stranded when the car suddenly breaks down, especially when **you** have passengers with **you**. Club Gold gives **you** the reassurance of:

- Roadside assistance
- At-home assistance

And if **you** breakdown away from home, Club Gold provides a choice of:

- Free 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

- If **you** are travelling in any other car, **you** are covered for both roadside and home assistance
- Increased Personal Accident cover of £5,000 for **you** and **your partner**
- Increased Medical Expenses cover of £300 in respect of each person insured
- Increased **Personal belongings** cover of £200 per incident.

Private Car Gold from Aviva Continued

Extended Accident and Theft benefits

An accident is not only a shock; it can create havoc with your plans. If it should happen to **you**, Club Gold offers **you** one of these options to choose from:

- Free 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

Should **your car** be stolen and not recovered:

- Provision of alternative transport to enable **you** and your passengers to complete **your car** journey

If **you** want to know more, please contact your insurance adviser who will take **you** through the detail.

Your Aviva Policy

This policy booklet 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.

The contract of insurance

This policy is a contract of insurance between **you** and **us**.

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

- Policy booklet
- Information contained on your application and/or statement of fact document issued by **us**
- Schedule**
- Any **clauses** as shown on your **schedule**
- Certificate of motor insurance**
- Changes to your policy contained in notice issued by **us** at renewal

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**.

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

Choice of Law

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

1. **You** and **us** 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.

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 your policy 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, 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 adviser at the address shown on your **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 policy 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 unless your insurance has not commenced, or **you** remove these or cancel within the 14 day statutory cancellation period.

Changes we need to know about

Please tell your insurance adviser immediately **you** become aware of:

- any changes to your circumstances which may affect this insurance; or
- any other facts noted within the statement of fact and your **schedule** issued by **us** - for example, a change to the people to be insured, motoring convictions for any of the people to be insured, a change of vehicle, any vehicle modifications, conversion or a change in the way that **your car** is used.

Definitions

Wherever the following words or phrases appear in bold, they will have the meaning described below:

Accessories

Parts of **your car** which are not directly related to how it works as a car. This includes audio equipment, multi-media equipment, communication equipment, personal computers, 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 **you** have.

Clause

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

Excess

The amount **you** will have to pay towards any claim.

Fire

Fire, self ignition, lightning and explosion.

Green Card

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

Ignition Keys

Any key, device or code used by **you** 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 in the **schedule**, or until cancelled. Each renewal represents the start of a new period of insurance.

Personal belongings

Personal property within **your car** including portable audio equipment, multi-media equipment, communication equipment, personal computers, 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 Isle of Man and the Channel Islands.

Schedule

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

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, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

Theft

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

The insurer/we/us/the company

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

You/Insured/Policyholder

The policyholder named in the **schedule**.

Definitions Continued

Your car

Any motor vehicle described in the **schedule** and any other motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that motor vehicle has been delivered to **you** and remains effective.

Any motor vehicle loaned to **you** or a permitted driver shown on your **certificate of motor insurance** by a supplier **we** have nominated following a claim under the policy.

Any motor vehicle loaned to **you** or a permitted driver shown on your **certificate of motor insurance** for up to seven days by a garage, motor engineer or vehicle repairer while the motor vehicle described on your **schedule** is being either serviced, repaired or having a MOT test.

Your partner

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

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Cover for your Vehicle

Section 1 Loss or Damage to Your Car

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

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

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 **you** are still paying for **your car** 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.

Accident recovery

Within the **territorial limits we** can arrange for the protection and removal of **your car**. In the event of an accident please ring our Clubline and **we** will arrange for the following at no additional cost:

- Someone to come out and help. If **your car** cannot be made roadworthy immediately it will be taken to our nearest **approved repairer**.
- **Your car** can be taken to a repairer of your choice if this is nearer, but this may lead to delays in arranging the repairs to **your car**. **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 in your **schedule**.
- Transport for **you** and your passengers home or for the completion of **your car** journey.
- The onward transmission of any messages on your behalf.
- Delivering **your car** back to your address in Great Britain, Northern Ireland, the Channel Islands and the

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

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 **you** with a Lifetime guarantee on **repair quality** carried out on **your car** by our **Approved Repairer** for as long as **you** hold a continuous contract of motor insurance with **us**, subject to **you** maintaining **your car** in a roadworthy condition.

If **you** no longer hold a valid contract of insurance with **us**, **we** will continue to guarantee the **repair quality** carried out on **your car** by our **Approved Repairer** for a period of 3 years from the date of completion of the repairs or for the remainder of the original manufacturers warranty for **your car** if greater than 3 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.

Exclusions to Repair Guarantee

Damage under the repair guarantee arising from deterioration and wear and tear or parts and component failures.

Courtesy Car and Hire Car

A courtesy car is provided to reduce your inconvenience and where possible ensure **you** remain mobile. It is not intended to be an exact replacement for **your car**. All courtesy cars have comprehensive cover under your policy for the period the car is provided. (Please note that a courtesy car cannot be provided until your claim has been accepted and cover has been confirmed).

The table on page 20 tells **you** what type of courtesy car **you** will receive according to your policy situation. This should be read in conjunction with the Important Information.

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

Cover for your Vehicle Continued

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 litre, with room to seat five people.
- If **your car** is immobile or unroadworthy **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.

New car replacement

We will replace **your car** with a new car of the same make, model and specification (if one is available in the UK)

if, within 12 months of **you** or **your partner** buying **your car** from new:

- the cost of repairing any damage covered by the policy is more than 60% of **your car's** UK list price (including car tax and VAT) when **you** or **your partner** bought **your car**; or
- **your car** is stolen and not recovered.

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

- **you** or **your partner** own **your car** or are buying **your car** under a hire-purchase agreement (or other type of agreement where ownership of the car does not pass to **you** or **your partner**) and the Financing company agrees; and
- **you** or **your partner** are the first registered keepers of **your car** or **you** or **your partner** are the second registered keepers of **your car**, if **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 of **your car** was less than 250 miles.

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

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

Excesses

If **your car** is lost, stolen or damaged **you** are responsible for paying the **excess** shown in your **schedule**, 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
a) aged 20 or under	£300
b) aged 21 to 24	£200

The excess applied to glass claims can be found in Section 9 - Glass, of this policy booklet

Uninsured Driver Promise

If the driver of **your car** is involved in an accident caused by an uninsured motorist, **we** will refund the cost of any **excess you** have had to pay. **You** must provide:

- The vehicle registration and the make/model of the car; and
- the driver's details

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

Exclusions to Section 1 of your policy

We will not pay for:

- (1) *Loss of use, wear and tear, deterioration or depreciation*
- (2) *Mechanical, electrical or electronic failure breakdown or breakage.*
- (3) *Computer and equipment failure or malfunction*
- (4) *Loss or damage arising from **theft** whilst the **ignition keys** have been left in or on **your car**.*
- (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.*

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

Cover for your Vehicle Continued

What cover have I got?	What is my situation?	What am I entitled to?
<ul style="list-style-type: none"> Standard courtesy car cover on comprehensive policies 	<ul style="list-style-type: none"> My car is being repaired by a Aviva Approved Repairer My car is being repaired by a repairer of my choice My car cannot be repaired or has been stolen 	<ul style="list-style-type: none"> The Approved Repairer will provide you with a Class A courtesy car for the duration of repairs No courtesy car will be provided if an Approved Repairer is not used Your claims handler will arrange for a standard hire car for up to 14 days, or up until a settlement offer has been agreed (whichever is earliest)
<ul style="list-style-type: none"> Standard courtesy car cover on Third Party, Fire and Theft policies 	<ul style="list-style-type: none"> My car has been stolen or has been set on fire 	<ul style="list-style-type: none"> Your claims handler will arrange for a standard hire car for up to 14 days, or up until a settlement offer has been agreed (whichever is earliest)
<ul style="list-style-type: none"> Enhanced courtesy car cover on comprehensive policies 	<ul style="list-style-type: none"> My car is being repaired by a Aviva Approved Repairer My car is being repaired by a repairer of my choice My car cannot be repaired or has been stolen 	<ul style="list-style-type: none"> The Approved Repairer will provide you with an enhanced courtesy car for the duration of repairs No courtesy car will be provided if an Approved Repairer is not used Your claims handler will arrange for an enhanced hire car for up to 14 days, or up until a settlement offer has been agreed (whichever is earliest)
<ul style="list-style-type: none"> Enhanced courtesy car cover on Third Party, Fire and Theft policies 	<ul style="list-style-type: none"> My car has been stolen or has been set on fire 	<ul style="list-style-type: none"> Your claims handler will arrange for an enhanced hire car for up to 14 days, or up until a settlement offer has been agreed (whichever is earliest)

Liability to Third Parties

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:

- a) Another person's death or injury.
- b) Damage to another person's property up to a maximum amount of £20,000,000 (excluding that person's costs and expenses and any other costs and expenses) and up to £5,000,000 for that person's costs and expenses and any other costs and expenses incurred with our written consent in relation to damage to that person's property as a result of an accident caused by:

- **your car**
- any trailer while it is being towed by **your car**

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
- your **certificate of motor insurance** indicates that **you** can drive such a vehicle.

Liability of other persons driving or using your car

On the same basis that **we** insure **you** under this section, **we** will also insure 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 or getting into or out of **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

Liability to Third Parties Continued

- 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.
- the owner of **your car** providing that the owner cannot claim under any other policy.

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

If **you** are involved in an accident which is covered under this section, **we** will pay the fees and disbursements of any legal representative **we** agree to, to defend anyone **we** insure under this section:

- at a coroner's inquest;
- 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.

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;

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

- costs of prosecution awarded against **you** arising from any health and safety inquiry or criminal proceedings for any breach of the:

1. Health and Safety at Work etc. Act 1974;
2. Health and Safety at Work (Northern Ireland) Order 1978;
3. Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity:

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 any 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**;

4. where indemnity is provided by another insurance policy.

The limit of indemnity in respect of such legal fees, expenses and costs are:

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

Exclusions to Section 2 of your policy

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.*
- (2) *Death of, or injury to, any employee of the insured person arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the **Road Traffic Acts**.*
- (3) *Any claim, if the claim relates to loss or damage to property that belongs to or is in the care of anyone insured under this 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

Liability to Third Parties Continued

(4) Damage to any motor vehicle covered by this section.

(5) Loss, damage, injury or death while any motor vehicle is being used on:

- that part of an aerodrome or airport which is used for aircraft taking off or landing;
- aircraft parking areas including service roads;
- ground equipment parking areas; or
- any parts of passenger terminals within the Customs examination 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 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:

- the use or threat of force and/or violence and/or
- 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, 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** to provide insurance, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a motor vehicle or motor vehicles driven or used by you or any other person, for which*

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

cover is provided under this section, will be:

- £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
- 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 on water or land or the atmosphere.

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

Additional Covers

Section 3 Injury to you or to your partner

If **you** or **your partner** suffer accidental bodily injury in direct connection with **your car** or while getting into, out of or travelling in any other private car, not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay £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 on 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 car or cars the injured person will only be able to obtain compensation for their injuries under one policy.

The cover under this section applies irrespective of fault.

Exclusions to Section 3 of your policy

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** are 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 an accident while they are in or on **your car**.

The maximum amount payable for any one incident is £150. **You** can only make a claim under this section when also claiming under Section 1 – Loss of or damage to **your car**.

Exclusions to Section 5 of your policy

We will not pay for:

- (1) money, stamps, tickets, documents or securities (such as share and premium bond certificates).
- (2) goods or samples carried in connection with any trade or business.
- (3) any **personal belongings** if **your car** is a motor caravan.

Section 6 Child seat cover

If **you** have a child seat 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, subject to **you** making a claim 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.

Vehicle Recovery – (only available to customers with Comprehensive Cover)

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

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

You will be required to produce a medical certificate prior to the provision of this service.

Exclusions to Section 7 of your policy

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.

Additional Covers Continued

(4) Any incident directly caused by or due to the effects of alcohol and/or drugs.

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

Section 8 No Claim Discount

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

Where **you** have made a claim, **we** may reduce your no claim discount in line with the scale **we** apply at that 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 except where **we** can recover all sums **we** have paid from those responsible, unless:

- the accident was not your fault and the driver who caused it was uninsured
- **you** have protected your no claim discount as shown in 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.

Section 9 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 Clubline 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.

Your no claim discount will not be affected by making a claim under this section.

Section 10 Suspending cover

If **you** inform **us** 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 loss or damage to **your car**, provided **your car** is kept in a locked private garage.

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

A refund of premium is not allowable under a policy:

- where the total period of cover is less than 12 months, or
- your **certificate of motor insurance** is not returned to **us**.

The cover is not available if **your car** is a Motor Caravan.

Exclusions to Section 10 of your policy

We will not pay for:

- (1) *Loss of use, wear and tear, deterioration or depreciation*
- (2) *Mechanical, electrical or electronic failure breakdown or breakage.*
- (3) *Computer and equipment failure or malfunction.*
- (4) *Loss or damage arising from **theft** whilst the **ignition keys** have been left in or on **your car**.*
- (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.*

Additional Covers Continued

Section 11 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 to meet the requirements of Article 7(2) of EC Directive 71/166/EEC relating to civil liabilities arising from the use of a motor vehicle.

In addition to this minimum cover, the policy provides the cover shown in 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** is covered under Section 1 - Loss of or Damage to **Your Car**, of this policy
- 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**, of this policy.

If you take your car abroad

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

If, however, **you** contact your insurance adviser at least two weeks before departure, he/she will be able to provide **you** with our 'Driving on the Continent' booklet. This booklet contains useful information on driving abroad, what to do and who to contact in the event of an accident and statements in the main European languages for presentation to the police or other official confirming that **you** have the proper insurance to drive in their countries.

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 12 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 **you** can establish to our reasonable satisfaction that the identity or garaging address of **your car** is known to any person who is in possession of your **ignition keys**.

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

Your no claim discount will not be affected by making a claim under this section.

Section 13 Gold/Club Gold Benefits

This section operates if **you** have selected Gold covers as indicated in your **schedule**.

Additional Covers Continued

Hire car, overnight accommodation

If **your car** has been disabled through an accident covered under Section 1 - Loss of or damage to **your car**, in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, RAC may, at its discretion, offer **you** or any person permitted to drive as described under '5- Persons or Classes of Persons entitled to drive' in your **certificate of motor insurance** either:

- a hire car of up to 1.6 litres for 24 hours subject to the hirer's terms and conditions. This free period of hire must commence within 48 hours after **your car** was damaged and excludes fuel costs, parking fees and fines; or
- overnight accommodation for the passengers and driver up to a maximum of £150 in total. This does not include, however, the cost of providing meals or drinks; or
- a refund of the cost of public transport for the driver and up to seven passengers to reach the end of their car journey subject to a maximum of £150. **You** will need to produce receipts in order to claim for this.

If **your car** has been stolen and not recovered arrangements will be made to provide alternative transport up to a total value of £150 in order to complete **your car** journey.

Increased personal accident cover for you and your partner

The payment indicated under Section 3 - Injury to **you** or to **your partner**, in the event of death, irrecoverable loss of sight in one or both eyes or the **loss of any limb**, is increased to £5,000 for **you** and **your partner**.

The most **we** will pay **you** and **your partner** during any one **period of insurance** is increased to £10,000

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

Increased Personal Belongings

The maximum amount payable for any one incident under Section 5 – **Personal belongings**, is increased to £200.

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

Increased medical expenses cover

The amount payable under Section 4 - Medical expenses and Services, if **you** or any other occupant of **your car** is injured as a direct result of **your car** being involved in an accident is increased to £300 in respect of each person injured.

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

Breakdown assistance

Cover under this section is provided by RAC, within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man for **you** or any person described under Section 5 – Persons or Classes of Persons entitled to drive, in your **certificate of motor insurance**.

If **your car**, or a trailer/caravan being towed by it, breaks down, ring the Clubline and RAC will arrange for the following at no additional cost:

Your car

- someone to come out and help. If **your car** cannot be repaired immediately it will be taken to a nearby garage or a closer one of your choice where **you** can arrange for repairs to be made
- assistance if **your car** will not start while parked at home. If **your car** cannot be repaired immediately it will be taken to your local garage.

If **your car** needs to be towed it must display a valid road tax disc.

In addition, RAC will arrange for one of the following options, at no additional cost, if **your car** breaks down away from home and cannot be repaired within a reasonable time:

- onward transportation for the driver, **your car**, up to seven passengers and any caravan/trailer on tow at the time, to the destination of the driver's choice, in one non-stop journey. 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 cannot be completed. In these circumstances it will be at the discretion of RAC whether this service is offered. Some form of medical certification will be required; or
- a hire car of up to 1600cc for 24 hours subject to the hirer's terms and conditions to enable **you** to complete your journey. This excludes fuel costs, parking fees and fines; or
- overnight accommodation for the passengers and driver up to a maximum of £150 in total. This does not include, however, the cost of providing meals or drinks; or
- a refund of the cost of public transport for the driver and up to four passengers to reach the end of their journey subject to a maximum of £150 in order to complete the journey.

Additional Covers Continued

Any private car

The following cover is provided in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man through RAC for any private car **you** are travelling in as the **policyholder**, either as the driver or as a passenger:

- someone to come out and help. If the vehicle cannot be repaired immediately it will be taken to a nearby garage where repairs can be carried out.
- assistance if the vehicle **you** are intending to travel in will not start while parked at its normal residence.

Exceptions to Section 13 of your policy

Breakdown assistance will not cover:

- (1) the cost of any ferry crossings or toll charges
- (2) the recovery of any **car** if it is stuck in water, a bog, a ditch or on a beach or if it has been overturned unless this forms part of your insurance claim
- (3) the repair or recovery of any **car** if it breaks down at the premises of a motor trader

(4) the cost of spares, petrol, oil, keys or other materials and garage labour

(5) the carriage of any livestock which require special transportation facilities

(6) any vehicle which:

- is over 5.5 metres in body length
- is a caravan or trailer over 7 metres in body length
- weighs more than 3.5 tonnes (gross vehicle mass)
- is carrying a dangerous or illegal load
- cannot be recovered by normal trailers or transporters.

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

Section 14 Continental breakdown and accident recovery

If **you** have Standard Comprehensive cover, as indicated in your policy **schedule**, **you** also qualify for continental breakdown and accident recovery.

No breakdown cover or accident recovery applies whatsoever if **you** have Third Party **Fire** and **Theft** or Third Party Only cover.

If **you** have Comprehensive Gold cover, as indicated in your policy **schedule**, **you** can also enjoy breakdown cover in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

This section provides breakdown cover and accident recovery for the **territorial limits** of the policy excluding Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, although the breakdown service will be provided if **you** are on route to or from a port immediately prior to or subsequent to travelling abroad. Cover is provided in the specific instances below by RAC Motoring Services and/or RAC Insurance Limited and is subject to an overall limit of £2,500.

RAC will arrange for the following:

- (a) If **your car** breaks down, or
- (b) Is disabled as a result of an accident covered under Section 1 of your policy whilst being driven by **you** or any person permitted to drive as described under 'Persons or Classes of Persons entitled to drive' in the **certificate of motor insurance**.

Whilst **you** are in the UK:

- a self-drive hire car, including collision damage waiver and a replacement **Green Card** if necessary up to a value of £750, if:
 - as a result of a road accident, **fire** or **theft** within seven days before your departure, your vehicle cannot be repaired or recovered (in the case of **theft**) in time for the journey; or
 - your vehicle breaks down on the way to the port **you** are leaving from and RAC confirms that it cannot be repaired the same day. Please note that any hired vehicle provided in the UK cannot be taken abroad. Once **you** are abroad the cover stated under section 'Whilst **you** are abroad' will be provided.

Whilst **you** are abroad:

- emergency roadside assistance up to a maximum of £175 (not including the cost of any parts). If **your car** cannot be repaired immediately it will be taken to a nearby garage. In the event of a breakdown **we** will pay either:
 - a contribution towards labour charges if it is possible to repair your vehicle to enable **you** to continue your journey on the same day, or

Additional Covers Continued

- inspection fees to confirm your vehicle cannot be repaired by your return travel date.
- onward transportation, if **your car** cannot be repaired within 12 hours, **we** will provide **you** with a replacement car to enable **you** with up to 14 days self-drive car hire (including collision damage waiver, delivery charge and **Green Card** if required), or **we** will pay for standard/second class rail, or both, so that **you** and up to 7 passengers are able to continue your journey or return home.

Any hired vehicle cannot be brought into the United Kingdom, as **we** will arrange for a second hire vehicle, costs for which are limited to £250, to get **you** home once **you** return to the United Kingdom. RAC will use its best endeavours to find a car of similar, but not exact, specification as your own car to ensure that **you** can carry the same number of passengers and amount of luggage.

- a replacement driver, if a registered doctor declares the only qualified driver is medically unfit to drive and there are no passengers who can legally drive the car to complete the journey. In these circumstances it will be at the discretion of RAC whether a replacement driver is provided, to enable **you** to reach your destination or return home.
- repatriation of the car to your home address or your nominated repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if **your car** cannot be repaired before the end of your holiday period, subject to the cost of the repatriation not exceeding the **market value** of **your car**.
- emergency repairs to make your vehicle secure again if the windows, windscreen or locks of your vehicle have been damaged by somebody trying to break into it. In this instance **you** must obtain a police report.
- passing an urgent message from our control centre to your relatives or a close business colleague if your vehicle cannot be moved as it has broken down or been in an accident, damaged by **fire** or stolen.
- if your vehicle cannot be reasonably repaired as a result of **fire** or **theft** which has happened abroad during the journey and it has to be scrapped under Customs supervision in the country where it is situated, or it has been stolen abroad during the journey and has not been found, **we** will pay indemnity against Continental or Irish

Customs claims for any liability for duty claimed. This does not include any import duties that do not relate to your vehicle.

Whilst **you** are abroad RAC may, at its discretion, offer **you** or any permitted driver:

- overnight accommodation expenses for the driver and passengers up to £35 per person per day, subject to an overall maximum of £560 in total. This does not include, however, the cost of meals or drinks.
- If **you** are intending to camp but your tent is stolen or accidentally damaged so that **you** cannot use it, **we** will pay up to £35 per person each day towards accommodation expenses to a total of £560 or, in certain circumstances, authorise the cost of a replacement tent. This does not include any damage to your tent caused by weather conditions, or any cost if your tent was stolen and **you** do not get a police report.

If **we** have agreed to an extension of the **territorial limits** and **you** have been issued with an international motor insurance card (**Green Card**) the breakdown cover outlined above is extended to apply to these countries, but only for the period shown in the **Green Card**.

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

We will provide emergency assistance by one of our contractors in the event of vehicle breakdown, accident, **fire** or **theft**, or when the only qualified driver is unfit to drive. This cover applies in any country within the **territorial limits** or any other country where **we** have agreed to an extension of cover and have issued **you** with a **Green Card**.

Every effort is made to ensure a quality service is provided in Eastern European countries but this may not necessarily be of the same standard 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, etc. **You** should also be aware that unleaded fuel may not be widely available.

Remember: Always carry all vehicle and insurance documentation when driving and never leave it in an unattended vehicle.

Additional Covers Continued

Telephone Numbers

If **you** are unfortunate enough to require Breakdown and/or Accident Assistance, please use these telephone numbers:

Calls from outside the UK:

(00 44) 161 866 4114

Calls from within the UK:

0800 678 999

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

Once your details have been taken, one of our Personal Incident Managers will ring **you** back, if possible, and explain the appropriate action for your circumstances.

Exclusions to Section 14 of your policy

Continental breakdown and accident recovery will not cover:

- (1) the cost of any ferry crossings or toll charges*
- (2) the cost of recovery of **your car** if it is stuck in water, a bog, a ditch or on a beach or if it has been overturned unless this forms part of your insurance claim*
- (3) the cost of spares or parts, petrol, oil, keys or other materials and garage labour*
- (4) any vehicle that cannot be recovered by normal trailers or transporters*
- (5) breakdown due to lack of oil or water, frost damage, rust or corrosion, or unserviceable/unroadworthy tyres.*
- (6) the transportation of any vehicle or trailer that contains horses or livestock*
- (7) the cost of any self-drive car hire collection charges*
- (8) any cost arising from an incident not reported to our control centre*
- (9) the cost of any meals or any other extra hotel costs*
- (10) any vehicle which is carrying a dangerous or illegal load.*

General Exclusions

General exclusions apply to the whole of your Aviva policy

We will not pay for:

1. Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:

- a) used otherwise than for the purposes described under the 'Limitations as to use' section of your **certificate of motor insurance**; or
- b) driven by or is in the charge of any person for the purposes of being driven who; or
 - is not described under the section of your **certificate of motor insurance** headed '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 other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

General Exclusions Continued

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) aboveexcept 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 Aviva policy

Claims procedure

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

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

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

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

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

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

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

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

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.

For motor insurance policies **you** should also return your **certificate of motor insurance** immediately following cancellation.

General Conditions Continued

We (or any agent **we** appoint and who acts with our specific authority) may cancel this policy by sending seven 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 by the due date (or part of the premium required under the Monthly Premiums option **you** have chosen), **we** may cancel this policy with effect from the end of the last period for which a payment has been made, or from the start date if the initial payment is not made in full. If **we** cancel your insurance for this reason, **we** will also make a cancellation charge of up to £10 (subject to Insurance Premium Tax where applicable).

If **you** are paying your premium using our (Aviva) monthly credit facility and **you** do not make regular monthly payments as per the terms of your credit agreement, **we** reserve the right to cancel your insurance in accordance with the terms of your credit agreement. If **we** cancel your insurance for this reason, **we** will also make a cancellation charge of up to £10 (subject to Insurance Premium Tax where applicable).

If **you** require clarification on which of the above sections are applicable, please contact your Insurance Adviser.

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 will be paid as indicated under that section. This provision will not place any obligation upon **us** 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** 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.

Arbitration

7. Except for claims under Section 3, where **we** have accepted a claim and there is a disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance 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 comply with policy conditions

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

Fraud

9. If any claim is in any way fraudulent or if **you** or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, **you** will lose your benefits under this policy.

Payments made under compulsory insurance regulations and rights of recovery

10. 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.

Monthly premiums

Monthly Premiums

- 10a. If **you** are paying monthly premiums, **you** must pay the first two monthly premiums by the date the insurance starts or the policy will not be valid. **You** must then pay one monthly premium on the same day of each month, starting in month two and ending in month eleven. When the policy is renewed, **you** must pay one monthly premium on the same day of each month, starting in month one and ending in month twelve.

General Conditions Continued

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

If **you** do not pay a monthly premium on the date it is due, this will give **us** the right to cancel this policy from the date the premium was due to be paid. If **we** cancel your insurance for this reason, **we** will also make a cancellation charge of up to £10 (subject to Insurance Premium Tax where applicable).

Monthly Instalments under a Credit Agreement

10b. If **you** are paying your premium using our (Aviva) monthly credit facility **you** must make the regular monthly payments as per the terms of your credit agreement. If **you** fail to do this **we** reserve the right to cancel your insurance in accordance with the terms of your credit agreement. If **we** cancel your insurance for this reason, **we** will also make a cancellation charge of up to £10 (subject to Insurance Premium Tax where applicable).

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

If **you** require clarification on which of the above sections are applicable, please contact your Insurance Adviser.

Direct right of access

11. Third parties may contact **us** directly in the event of an 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.

Mileage

12. **We** reserve the right to establish the mileage on **your car** at any time where your policy has been rated on a selected annual mileage basis. Where the annual mileage has been exceeded 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

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

- vehicle 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

14. 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.

Your duty to disclose information

15. It is your responsibility to provide complete and accurate answers to the questions **we** ask when **you** take out your insurance policy, throughout the life of your policy, and when **you** renew your insurance.

Please note that if **you** fail to disclose any material information to your insurer(s) (these are facts that the insurer would regard as likely to influence the assessment and acceptance of this policy) this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

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 of our customers' problems promptly. To ensure **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 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 seek resolution by contacting your insurance adviser or usual Aviva point of contact. **You** can write to 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, 8 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.

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.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portoken Street, London, E1 8BN.

Been involved in an accident?

- 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
- 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



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