

# Truck

Policy booklet



Underwritten by Aviva Insurance Limited



## Welcome to Aviva Insurance Limited

Welcome to Your new Truck policy underwritten by Aviva Insurance Limited and administered by Policyfast Limited.

This policy forms part of Your legal contract with Aviva Insurance Limited and defines exactly what Your Truck policy covers You against. Please refer to Your Schedule for confirmation of the level of cover chosen.

## Fleetline for You

As Your claims and emergency helpline, Fleetline is open 24 hours a day, 365 days a year on:

**0800 015 9570**

And You do not have to pay any extra for Fleetline

– it comes free with Your cover.

## Making a claim

Just one call to Fleetline and Aviva's professionally trained Personal Incident Managers will help You get Your Vehicle back on the road as fast as possible, and as easily as possible.

We will need to confirm whether the incident is covered by Your policy first, and then advise You of any Excess You will need to pay. There are no claim forms to fill out for this.

Then You will be assigned a Personal Incident Manager to handle Your claim from beginning to end, keeping You regularly updated on the progress of Your claim.

## Driving abroad

Please ask Your insurance broker for information on driving abroad and what to do in the event of an accident abroad.

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## The contract of insurance

This policy is a contract of insurance between You, the Policyholder, and Us, Aviva Insurance Limited. This policy, the application or any statement of facts, 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.

### Important

This policy is a legal contract. You must tell Us about any material circumstances which affect your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or your insurance adviser when You renew this policy.

### Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension

### Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of

- loss of a particular kind, and/or
- loss at a particular location, and/or

- loss at a particular time
- then We agree that We may not rely on the non-compliance to exclude, limit or discharge our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## Choice of law

The appropriate law as set out below will apply unless You and The Insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which You normally live or (if applicable) the first named Policyholder normally lives; or
2. In the case of a business, that law applying in that part of the UK, Channel Islands or Isle of Man where it has its Principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

## Telephone Call Charges and Recording

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

## Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If You require any of these formats please contact Your broker.

## Use of Language

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

## Definitions of common terms

To save lengthy repetition, wherever the following words or phrases occur, they will have the precise meaning described below.

### **The Insured/Insured Person/You/Policyholder**

The person or people, Company or companies described as The Insured in the Schedule.

### **The Insurer/We/Us/Company**

Aviva Insurance Limited, except where otherwise shown in the policy Schedule.

### **Your Vehicle**

Any motor vehicle described in the Schedule or any other motor vehicle for which details have been supplied to Us and a Certificate Of Motor Insurance has been delivered to You and remains effective.

### **Mobile Shop**

Mobile Shop including Trailer Shop, Catering Vehicle, Mobile Canteen, Ice Cream Van, Hot Food Dispensing Vehicle, Mobile Surgery, Hospitality Suite/Trailer and Exhibition Unit/Trailer.

### **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 make, specification and condition.

### **Clause**

An extra or alternative wording which changes the terms of Your policy. Those Clauses which apply are shown in Your Schedule.

### **Fire**

Fire, self-ignition, lightning and explosion.

### **Theft**

Theft, attempted Theft or taking Your Vehicle without Your consent.

### **Principal**

Any person who employs You to act in their place or on their behalf.

### **Accessories**

Parts to Your Vehicle which are not directly related to how it works as a vehicle. These include spare parts, audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems provided they are permanently fitted to Your Vehicle and have no independent power source.

### **Personal Belongings**

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

### **Trailer**

Any drawbar Trailer, semi-Trailer or articulated Trailer.

### **Territorial Limits**

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, the Republic of Ireland and sea transit between any ports in those countries including the processes of loading and unloading.

### **Green Card**

A document that You will need in certain countries that are not members of the European Union to prove that You have the minimum insurance cover needed by law to drive in those countries.

### **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**

1. Any act or acts including but not limited to:
  - a. the use or threat of force and/or violence and/or
  - b. 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.

### **High Category Hazardous Goods**

Any substance requiring carriage in accordance with:

- The Radioactive Material (Road Transport) Regulations 2002
- Transport Categories 0,1,1A and 2A of the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2004
- Any re-enactment or replacement of such regulations with any other legislation of similar intent (including subsequent legislation) if applicable.

### **Hazardous Location**

- Power stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- Ministry of Defence premises
- Military bases.

### **Your policy cover**

Check here to see what You're covered against.

### **Which sections apply for You?**

That depends on the type of policy You have with Us.

### **Type of Cover & Sections which apply**

#### **Comprehensive**

All Sections.

#### **Third Party Fire and Theft**

All Sections, with the exception of Section VII and IX.

Only loss or damage caused directly by Fire or Theft applies to Section I.

#### **Third Party Only**

All Sections except Sections I, VII, IX and X.

### **Section I Loss of or damage to Your vehicle**

If Your Vehicle is lost, stolen or damaged, We will at our option:

- pay for Your Vehicle to be repaired; or
- replace Your Vehicle; or
- pay the amount of the loss or damage in cash.

The same cover also applies to Accessories and spare parts relating to Your Vehicle whilst these are in or on Your Vehicle. If We know that You are still paying for Your Vehicle under a hire purchase, leasing or contract hire agreement, We will pay any claim to the owner described in that agreement. Our liability under this policy will then end. The maximum amount We will pay will be the Market Value of Your Vehicle immediately prior to the loss or damage but not exceeding Your estimate of value shown in our records.

### **Accident recovery**

If Your Vehicle is disabled through loss or damage insured under this policy, We will pay the reasonable cost of:

- its protection and removal to the nearest repairer.
- its delivery to You after repair but not exceeding the reasonable cost of transporting it to Your address in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Within the Territorial Limits We can arrange for this protection and removal of Your Vehicle. To use this service, telephone Fleetline on 0800 015 9570 to obtain the recovery service (if You are in the Republic of Ireland, telephone 1800 535005 to obtain the recovery service).

We will arrange the following at no cost to You:

- someone to come and help. If Your Vehicle cannot be made roadworthy immediately, it will be taken to the nearest Aviva Insurance 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 repairs to Your Vehicle.
- passing on a message to someone on behalf of any driver.

In providing accident recovery assistance, We will use 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 impracticable.

## New Vehicle Replacement

If You have Comprehensive cover (Your current policy Schedule will show the cover You currently have) We will replace Your Vehicle with a new vehicle of the same make and specification (subject to availability) if within six months of purchase new by You or Your domestic partner (or within six months of registration if subject to a leasing or contract hire agreement):

- any repair cost or damage covered by the policy exceeds 60% of the United Kingdom list price of Your Vehicle (including vehicle taxes) at the time of its purchase; or
- Your Vehicle is stolen and not recovered.

We will only replace Your Vehicle if:

- You own the vehicle or You bought it under a hire purchase agreement or You leased or hired the vehicle under any type of leasing or contract hire agreement
- any interested hire purchase, leasing or contract hire Company agrees
- You are the first registered owner of Your Vehicle unless it is subject to a leasing or contract hire agreement with You.

New Vehicle Replacement does not apply to Trailers.

## Excesses

We will not pay for:

1. the first £250 of any claim (other than glass claims) if Your Vehicle (including its Accessories and spare parts) is lost, stolen or damaged Except for Fire and Theft claims, the first part of any claim You have to pay is increased as indicated below.

While Your Vehicle is being driven by any person who is aged:

- a. 20 years or under £550
- b. 21 to 24 or a novice\* driver aged 25 or over £450

\* A novice driver is a driver who holds a provisional licence or has held a non-provisional licence for the class of vehicle being covered for less than a year.

2. the first £75 of any claim for loss of or damage to the glass in Your Vehicle's windscreen, sunroof or windows or for any scratching of bodywork resulting solely and directly from the breakage.

The Excess for glass will not apply when the glass is repaired rather than replaced.

## Exceptions to Section I of Your policy

Your policy does not cover the following:

1. loss of use, depreciation, wear and tear, mechanical, electrical, electronic, computer breakdowns, failures or breakages
2. damage to tyres caused by braking or by punctures, cuts or bursts
3. loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
4. loss of value following repair
5. loss or damage arising from Theft whilst the ignition keys of Your Vehicle have been left in or on Your Vehicle
6. confiscation or requisition or destruction by or under order of any Government or Public or Local Authority
7. loss or damage caused by the solidification or setting of any materials, where Your Vehicle is a concrete mixer, unless the solidification is caused by damage directly arising from a motor accident

8. loss or damage caused directly or indirectly by Fire if Your Vehicle is equipped for the cooking or heating of food or drink
9. loss or damage to any fixtures, fittings and utensils while in or on Your Vehicle where Your Vehicle is a Mobile Shop.

## **Section II Your liability to third parties**

We will indemnify You in respect of all sums which You may be required to pay at law and all other costs and expenses incurred with our written consent arising from:

- a. death or bodily injury to third parties, for an unlimited amount
- b. damage to third party property up to a maximum amount of £5,000,000.

The amount payable under b. above for damage to property is limited to £1,000,000 while Your Vehicle:

- i. is carrying any High Category Hazardous Goods
- ii. is being used or driven at any Hazardous Location other than in any area designated for access or parking by the general public.

This Section only operates where such 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 attached to Your Vehicle.

In respect of Terrorism where We are liable under the Road Traffic Acts the maximum amount We will pay for damage to property as a result of any accident or accidents caused by Your Vehicle or vehicles driven or used by You or any other person and for which cover is provided under this section will be:

- i. £5,000,000 in respect of all claims consequent on one originating cause
- ii. such greater sum as may in the circumstances be required by the Road Traffic Acts.

## **Liability of other persons driving or using Your Vehicle**

Under this Section, We will also indemnify:

- any person You give permission to drive Your Vehicle, as long as Your Certificate Of Motor Insurance allows that person to drive; and
- any person You give permission to use (but not drive) Your Vehicle for social, domestic and pleasure purposes, as long as such use is included on the Certificate Of Motor Insurance; and
- any passenger travelling in or getting into or out of Your Vehicle.

## **Indemnity to owner (leasing or hiring agreements)**

If We know that Your Vehicle is the subject of a leasing or contract hire agreement between You and the owner of Your Vehicle, We will indemnify the owner in the same way that We indemnify 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 employed by the owner; or
  - not in the charge of but not being driven by the owner or any person employed by the owner
- the owner cannot claim under another policy
- the owner follows the terms, exceptions and conditions of this policy as far as they can apply.

## **Indemnity to legal personal representatives**

In the event of the death of anyone who is indemnified under this Section, We will protect his or her legal personal representatives against any liability that the deceased person had, which is covered under this Section.

## Legal costs

We will pay the following legal costs if they relate to an incident that is covered under this Section:

- the fees of solicitors We ask to represent anyone We indemnify under this Section at any Coroner's Inquest or Fatal Accident Inquiry or to defend any proceedings in a Court of Summary Jurisdiction; and
- fees for legal representatives We ask to defend anyone We indemnify under this Section when proceedings are taken for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death.

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

We will pay:

- Your legal fees and expenses incurred with our written consent for defending proceedings including appeals
- costs of prosecution awarded against You arising from any health and safety inquiry or criminal proceedings for any breach of the
  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 Isle of Man or the Channel Islands and in connection with the business
2. unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of You of any motor vehicle or Trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts
3. in respect of proceedings which result from any deliberate act or omission by You
4. where indemnity is provided by another insurance policy

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

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

## 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.

## Application of indemnity limits

In the event of an accident involving payments by Us to more than one person indemnified under this Section, any limitation by the terms of this policy or any Clause endorsed on it relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and Your liability shall be settled in priority.

## Exceptions to Section II of Your policy

We will not be liable in respect of:

1. any claim if any person indemnified under this Section fails to observe the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment of indemnity under any other policy.
2. death or bodily injury to any employee of the person indemnified which arises out of the course of such employment except where liability is required to be covered by the Road Traffic Acts.
3. loss or damage to property:
  - i. belonging to or in the care of anyone We indemnify who claims under this Section
  - ii. being carried in Your Vehicle
4. loss, damage, death or bodily injury caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone, other than the driver or attendant of Your Vehicle, either bringing a load to Your Vehicle for loading on to it or taking a load away from Your Vehicle having unloaded it.
5. damage to any vehicle where cover in connection with the use or driving of that vehicle is provided under this Section.



6. all loss, damage, death or bodily injury caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident 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 by the Road Traffic Acts. For the purposes of this Exception pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.
7. all loss, damage, death or bodily injury whilst Your Vehicle is being used in that part of an aerodrome or airport provided for the take-off and landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas, and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the Road Traffic Acts.
8. any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism regardless of any other contributory cause or event except where such liability is required to be covered by the Road Traffic Acts.
9. death, bodily injury or illness of any person caused by:
  - i. food poisoning or
  - ii. anything harmful contained in any goods supplied or
  - iii. any harmful or incorrect treatment given at or from Your Vehicle.

### **Section III Indemnity to Principals**

Where Your Vehicle is being used in connection with contract work on behalf of a Principal, We will indemnify the Principal in respect of compensation they are legally liable to pay arising from such use provided that:

- You would have been able to claim under the policy had the claim been made against You
- You have arranged with the Principal for the conduct and control by Us of all claims for which We may be liable under this Section.

### **Exceptions to Section III of Your policy**

We shall not be liable in respect of:

1. death or bodily injury to any person employed by the Principal arising out of or in the course of their employment or
2. any amount payable by the Principal under any agreement which would not have been payable in the absence of such an agreement or
3. bodily injury to the Principal for any amount You would not have to pay but for such an agreement or
4. damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum which exceeds the amount required to indemnify the Principal
5. liquidated damages or damages incurred under any penalty Clause.

### **Section IV Emergency treatment**

We will reimburse any person using Your Vehicle for payments made under the Road Traffic Acts for emergency medical treatment. A payment under this Section will not prejudice Your No Claim Discount.

### **Section V No Claim Discount (including No Claim Discount Protection)**

If You do not make a claim under Your policy, Your renewal premium will be reduced in accordance with our scale applicable at such time (Your insurance adviser can tell You what the current scale is).

Where You have at least 6 years no claim entitlement on Your Vehicle, Your No Claim Discount will be protected and will continue to apply until You become ineligible for No Claim Discount Protection as a result of one or more claims arising in any three-year period from the operative date of this benefit.

In the event of:

- a. one claim occurring during such a three-year period, the No Claim Discount Protection facility will be withdrawn at the renewal following the claim

- b. two claims occurring during such a three- year period, No Claim Discount will be reduced by two steps on our current scale at the renewal following the second claim
- c. three claims occurring during such a three- year period, No Claim Discount will be reduced by four steps on our current scale at the renewal following the third claim
- d. more than three claims occurring during such a three-year period, No Claim Discount will be completely disallowed.

Payments made solely for any of the following will not be deemed to be a claim for the purposes of assessing eligibility for No Claim Discount Protection:

- i. emergency treatment
- ii. breakage of glass in the windscreen, windows or sunroof where this is the only damage to the vehicle other than scratching of bodywork resulting from such breakage
- iii. loss of or damage to, or liability arising from a detached Trailer
- iv. replacement locks

If more than one vehicle is insured under this policy No Claim Discount will only apply in respect of any vehicle for which We have agreed.

If more than one vehicle is insured by this policy, the No Claim Discount will be applied as if a separate policy had been issued for each vehicle. No Claim Discount is not earned on a policy issued for less than 12 months.

If We consent to transfer this policy to another person, firm or Company, No Claim Discount already earned under this policy will not apply to the person, firm or Company to whom the policy is being transferred.

## **Section VI Continental use Compulsory insurance requirements**

In addition to providing cover within the Territorial Limits, this policy, in compliance with EU 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 EC Directive 72/166/EC relating to civil liabilities arising out of the use of motor vehicles.

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurs in another EU Member State, if the minimum cover required by the laws of Great Britain is wider than that of such EU Member State, the level of cover provided will be that applicable in Great Britain.

## **If You take Your Vehicle abroad – outside the Territorial Limits**

The above cover only ensures that You meet minimum legal requirements whilst abroad. On request, Your policy can be extended to provide the same level of cover in the EU and certain other European countries as You have within the Territorial Limits. To obtain this cover You must tell Your insurance broker of the details of Your trip. Your broker will arrange for a Clause to be endorsed on Your policy to provide this cover, and will (where appropriate) supply You with a Green Card and advise You of the additional premium to be paid.

## **Section VII Glass in windscreen, sunroof or window**

Any payment solely for repair or replacement of glass in the windscreen, sunroof or windows of Your vehicle (or any scratching of bodywork arising directly and solely from the glass breakage) will not prejudice Your No Claim Discount.

## Section VIII Trailers

### 1. Attached Trailers

The cover applicable to Your vehicle will also apply to any Trailer attached to Your vehicle.

### 2. Detached Trailers

The cover will also apply to any Trailer:

- a. belonging to You or hired to You under a hire purchase agreement; or
- b. in Your custody or under Your control while detached from Your vehicle.

### 3. Contingent liability cover for Your Trailers

We will indemnify You under the terms of Section II in respect of any Trailer belonging to You or hired to You under a hire purchase agreement whilst it is not in Your custody or under Your control but not if there is any existing insurance covering the same liability.

Your No Claim Discount will not be prejudiced solely as a result of a claim arising from any Trailer while such Trailer is detached from any vehicle.

## Exceptions to Section VIII of Your policy

We will not pay:

1. if any Trailer or disabled mechanically propelled vehicle is being towed otherwise than in accordance with the law
2. for loss or damage to property being carried in or on any Trailer or disabled mechanically propelled vehicle
3. under Section II of this policy for any loss or damage arising from the operation of any plant permanently attached to and forming part of Your Trailer (other than any lifting device for self-loading) as a tool other than where necessary to meet the requirements of the Road Traffic Acts
4. for loss or damage caused directly or indirectly by Fire if Your Trailer is equipped for the cooking or heating of food or drink
5. for death, bodily injury or illness of any person caused by:
  - i. food poisoning; or
  - ii. anything harmful contained in any goods supplied; or
  - iii. any harmful or incorrect treatment given at or from Your Trailer

6. for loss or damage to any fixtures, fittings and utensils while in or on Your Trailer where Your Trailer is a Trailer shop
7. if Your Trailer is a caravan, other than to indemnify You within the terms Section II of the policy while Your caravan is attached to Your vehicle
8. the first £250 of any Theft claim in respect of a detached Trailer.

## Section IX Personal Belongings

We will pay You (or at Your request, the owner) for loss or damage to Personal Belongings caused by Fire, Theft or accidental damage whilst they are in or on Your Vehicle where such loss or damage arises as a result of an incident covered under Section I of this policy.

The maximum amount payable for any one incident is £500.

We will not pay for:

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

### Personal Accident

If You or the driver of Your Vehicle suffer accidental bodily injury in direct connection with Your Vehicle, We will pay to the injured person £5,000 if, within 3 months of the accident, the injury is the sole cause of:

- death
- irrecoverable loss of sight in one or both eyes
- loss of any limb.

The most We will pay any one person after any accident is £5,000.

The most We will pay any one person during any one Period Of Insurance is £10,000.

If You or the driver of Your Vehicle have any other policies with Us in respect of any other motor vehicles, You or that person will only be able to obtain compensation for Your injuries under one policy.

A claim solely relating to personal accident benefits will not prejudice Your No Claim Discount. This personal accident insurance does not cover:

- corporate bodies or firms
- death or bodily injury arising from suicide or attempted suicide.

In the event of the benefits provided by this

Clause no longer being required, no refund of the additional premium paid to add these benefits to the policy will be allowed unless the vehicle to which the benefits apply is deleted or the policy cancelled.

## Section X Replacement locks

If the vehicle keys or lock transmitter are lost or stolen, We will pay the cost of replacing the:

- a. affected locks
- b. lock transmitter and central locking interface
- c. the affected parts of the alarm and/or immobiliser provided that You can establish to our satisfaction that the identity or garaging address of Your Vehicle is known to any person who is in possession of Your keys or transmitter.

Any payment made solely as a result of a claim under this section will not prejudice Your No Claim Discount.

## General exceptions

Your policy does not cover the following:

1. any accident, bodily injury, loss or damage while any vehicle insured under this policy is being:
  - a. used or driven other than in accordance with the terms of Your Certificate Of Motor Insurance except that cover will not be withdrawn:
    - i. while Your Vehicle is in the custody or control of a member of the motor trade for the purposes of overhaul, upkeep or repair
    - ii. if the bodily injury, loss or damage was caused as a result of Your Vehicle being stolen or having been taken without Your consent or other lawful authority
    - iii. if the person driving does not have a driving licence and You had no knowledge of such deficiency
  - b. driven by You unless You hold a licence to drive Your Vehicle or You have held a licence and are not disqualified from holding or obtaining such a licence
  - c. driven by anyone else with Your general consent who, to Your knowledge, does not have a licence to drive Your Vehicle, has never held one or is disqualified from holding or obtaining such a licence
2. any liability You have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist
3. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss or any legal liability of any nature directly or indirectly caused by or contributed to by or arising from:
  - i. ionising radiations 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

4. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
  - i. 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
  - ii. any action taken in controlling preventing suppressing or in any way relating to i. above,  
except as is necessary to meet the requirements of the Road Traffic Acts
5. any accident, bodily injury, loss or damage (except under Section II of this policy) arising during or in consequence of riot or civil commotion occurring:
  - a. in Northern Ireland
  - b. outside of the European Union, Croatia, Iceland, Norway and Switzerland except as is necessary to meet the requirements of the Road Traffic Acts

This exception will not operate if You can prove that the accident, injury, loss or damage was not caused by this peril
6. any accident, bodily injury, loss or damage if any vehicle is registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
7. any accident, injury, loss or damage if You do not hold in Your name a current operator's licence where You are required to do so by law

## **General conditions**

### **Our claims procedure**

1. As soon as reasonably possible after any accident, loss or damage, You or Your legal personal representatives must telephone Us giving full details of the incident. Any communication You receive about that incident should be sent to Us immediately. You or Your legal personal representatives must let Us know immediately if anyone insured under this policy is to be prosecuted as a result of the 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 necessary for Us to achieve a settlement.
3. Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, We may, at any time, pay You the full amount We are required to pay under the policy (less any sums We have already paid in compensation) or, any lesser amount for which such claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. We will, however, be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

### **Cancellation**

4. You may cancel this policy at any time after the date We have received the premium by providing 7 days notice in writing to Us.

5. If there is a default under Your Aviva credit agreement which finances this policy, We, or any agent appointed by Us and acting with our specific authority may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under 4. or 5. above and provided that there have been no:

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period Of Insurance We may, at our discretion, refund to You a proportionate part of the premium paid for the unexpired period. Policyfast cancellation administration charges will apply.

6. Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

7. We may also cancel this policy at any time by sending not less than 7 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period Of Insurance.

### **Other insurance**

9. If at the time any claim arises 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 provision will not place any obligation upon Us to accept any liability under Section II of the policy which We would otherwise be entitled to exclude under Exception 1 to Section II.

### **Your duty to prevent loss or damage**

10. You shall at all times take all reasonable steps to safeguard Your Vehicle from loss or damage. You shall maintain Your Vehicle in efficient condition and We shall have at all times free access to examine such vehicle.

### **Arbitration**

11. 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**

12. Our provision of insurance under this policy is conditional upon You observing and fulfilling the terms, provisions and conditions of this policy and any Clauses endorsed on it.

### **Fraud**

13. If a claim made by You or anyone acting on your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover from You any sums paid by Us to You in respect of the claim,
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act.

This will not affect any liability We may have under such cover occurring before the time of the fraudulent act

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

14. 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.

**Subjectivity**

15. The policy, the application form, statement of fact and/or declaration made by You, and any Clauses endorsed on the policy, the policy Schedule and the Certificate Of Motor Insurance, should be read together and form the contract of insurance between You, the Policyholder, and Us, Aviva.

We will clearly state if the cover provided by the policy is subject to You:

- a) providing Us with any additional information requested by the required date(s),
- b) completing any actions agreed between You and Us by the required date(s),
- c) allowing Us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:

- a) modify Your premium,
- b) issue a mid-term amendment to Your policy terms and conditions,
- c) require You to make alterations to the risk insured by the required date(s),
- d) exercise our right to cancel Your policy,
- e) leave the policy terms and conditions, and Your premium, unaltered.

We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and our satisfaction. In the event that the matter cannot be resolved:

- i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- ii) We may, at our option, exercise our right under the policy cancellation condition.

Except where stated all other policy terms and conditions will continue to apply.

The above conditions do not affect our right to void the policy if We discover information material to our acceptance of the risk.

**Non Disclosure, Misrepresentation or Misdescription**

**16. Before this policy was entered into**

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;

- b) where the breach was neither deliberate nor reckless, and but for the breach:
  - i. We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
  - ii. We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
  - iii. We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

**17. Before a variation was agreed**

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- a) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- b) where the breach was neither deliberate nor reckless, and but for the breach:
  - i. We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - ii. We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
  - iii. We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have

reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.





## Complaints Procedure

We aim to provide a first class service to all our Policyholders, however occasionally an enquiry or a complaint may arise which will usually be resolved quickly and efficiently to our Policyholders' satisfaction.

If You have an enquiry or cause to make a complaint regarding Your policy please contact the broker/agent who arranged the Insurance for You.

In the event Your complaint is about the service You have received from Policyfast, please contact: -

Operations Manager  
Policyfast Ltd  
Field House,  
Main Road,  
Watnall,  
Nottingham,  
NG16 1LA.

Complaints which The Insurer is required to resolve will be passed on by Us to them. We will notify You where We do this, and monitor the progress of their investigations.

If You are unhappy with the outcome of Your complaint You may refer the matter to the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service  
Exchange Tower  
London

E14 9SR

Telephone:

0800 023 4567 (calls from UK landlines and mobile are free) or

0300 123 9123

Or simply log on to their website at

[www.financialombudsman.org.uk](http://www.financialombudsman.org.uk).

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. You may be entitled to compensation from this scheme if We cannot meet our obligations, depending on the type of insurance and the circumstance of Your claim.

Further information about the scheme is available from the FSCS website

[www.fscs.org.uk](http://www.fscs.org.uk)

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**Aviva Insurance Limited**  
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