

Your Minifleet Policy

| | Page | | Page |
|--|------|---|----------|
| Introduction | 2 | Additional covers | |
| The contract of insurance | 3 | Section 3 Indemnity to Principals | 12 |
| Law applicable to contract | 3 | Section 4 Medical expenses | 13 |
| Changes we need to know about | 3 | Section 5 Personal belongings | 13 |
| Telephone taping | 3 | Section 6 Trailers/attachments | 13 |
| Our service to you | 4 | Section 7 Continental use/Compulsory insurance requirements | 14 |
| Definitions | 5/6 | Section 8 Unauthorised movement | 14 |
| Policy cover index | 7 | Section 9 Unauthorised use or driving | 14 |
| Section 1 Cover for your vehicle | | Section 10 Unlicensed drivers | 15 |
| Loss of or damage to your vehicle | 8 | Section 11 Emergency treatment | 15 |
| Excesses | 8 | Section 12 Contingent liability | 15 |
| New Private Car and Goods-carrying Vehicle Replacement | 9 | Section 13 Vehicles laid up and out of use | 15 |
| Section 2 Liability to Third Parties | 10 | Section 14 Replacement locks | 15 |
| Liability of Other Persons Driving or Using Your Vehicle | 10 | Section 15 Legal services and advice | 16/17 |
| Indemnity to Owner (Leasing or Hiring Agreements) | 10 | Section 16 Breakdown benefits | 18 |
| Indemnity to Legal Personal Representatives | 11 | General exceptions | 21 |
| Legal costs | 11 | Conditions | 22/23/24 |
| Cross Liabilities | 11 | | |
| Application of Indemnity Limits | 11 | | |

Introduction

Welcome to Minifleet. You should keep this document in a safe place and make a note of your policy number and the Fleetline number so these are available should an emergency arise.

If you have any queries about the cover or you would like to extend it, please speak to your usual insurance adviser.

0800 246876

– your claims and emergency helpline

Fleetline is open 24 hours a day, 365 days a year, on 0800 246876. Call us free for immediate assistance in an emergency or to notify us about a claim.

Administration Charge

We reserve the right to apply an administration charge of up to £20 (subject to Insurance Premium Tax where applicable) for any change **you** make to your policy.

Making a claim

Just one call to Fleetline and our professionally-trained Incident Managers will help you get your business back to normal as fast as possible, with minimum fuss.

First, we will confirm whether the incident is covered by your policy and advise you of any excess you will have to pay. There is no need to fill out a claim form.

You will be assigned a Personal Incident Manager to handle your claim from beginning to end, keeping you regularly updated on its progress.

In case of an accident

If you have been involved in an accident and your vehicle cannot be driven, your Incident Manager will look after your immediate needs by:

- arranging for your vehicle to be recovered and taken to an Approved Repairer
- dealing with any immediate concerns you may have, such as contacting those who need to know you have been involved in an accident.

The repair bills will be paid directly by us to our Approved Repairer (apart from any applicable excess) so there is no need to worry about the finance.

Damaged windscreens/windows

If your windscreen or windows are cracked, chipped or shattered, call Fleetline and an Incident Manager will arrange for an approved glass company to get to you as quickly as possible, assess the damage and either repair or replace the windscreen.

Breakdown Assistance

If you have selected Breakdown insurance and you require Breakdown Assistance, call Fleetline and we will arrange for the RAC to be with you as soon as possible.

You do not have to pay extra for Fleetline; it is all part of the service.

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

This policy, the declaration 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**.

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 principle place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

Changes we need to know about

Please tell **us** or your insurance adviser immediately about:

- any changes to your circumstances which may affect this insurance; or

- any other material facts - for example, a change to the people who will be insured, motoring convictions of any of the people who will be insured, a change of vehicle or a change in the way that the vehicle is used.

Telephone taping

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

Customers with Disabilities

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

Use of Language

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

Our service to you

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly.

To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain?

- We will acknowledge your complaint within 2 working days of receipt
- We aim to resolve complaints within 5 working days
- Once an assessment and full investigation of your concern has been made, we will respond with a decision.

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 and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint.

What to do should you be dissatisfied

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

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits you, and ask your contact to review the problem..

If you remain unhappy with the decision you receive from us, you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details will be provided at the same time as we acknowledge your initial complaint.

Whilst we are bound by the decision of the FOS, you are not. Following the complaint 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, Portsoken Street, London, E1 8BN.

Whenever the following words or phrases appear, the meaning will be as 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:

- (1) described in the **schedule** or any other motor vehicles for which details have been supplied to **us** and a **certificate of motor insurance** has been delivered to **you** and remains effective; or
- (2) described in the schedule of vehicles headed 'Vehicles Laid Up and Out of Use' and for which policy Cover Codes D or E only apply.

Specific definitions of **your vehicle** appearing in this policy are set out below:

- **Agricultural Vehicle** means any type of tractor or mechanically-propelled implement including any other vehicle used solely for agricultural or forestry purposes where a Road Fund Licence is not required or which is used under a licence with exemption from duty under Section 5 (Schedule 2) of the Vehicle Excise and Registration Act 1994. Such vehicles appear in the **schedule** of vehicle types as AG

- **Goods-carrying Vehicle** means any motor vehicle manufactured or adapted for the carriage of goods (other than an Agricultural Vehicle). Such vehicles appear in the **schedule** of vehicle types as GV
- **Motor Cycle** means any mechanically-propelled two-wheeled vehicle with or without a sidecar or trailer attached. Such vehicles appear in the **schedule** of vehicle types as MC. (A three-wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 46 centimetres apart shall be classed as a Motor Cycle)
- **Private Car** means any passenger-carrying motor vehicle with not more than 17 seats (including the driver) and not used for hire or reward. Such vehicles appear in the schedule of vehicle types as PC
- **Special Types Vehicle** means any motor vehicle manufactured or adapted to operate primarily as a tool and not designed for the carriage of goods or passengers. Such vehicles appear in the schedule of vehicle types as ST.

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.

Accessories

Parts to **your vehicle** which are not directly related to how it works as a vehicle. These include radios and other in-vehicle entertainment, communication equipment, including car phones, all of which, however, must form an integral part of **your vehicle**. Mobile phones, which operate independently through their own battery pack, are not **accessories** within this definition.

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.

Attachments

Any item of equipment, which can be added to a **Special Types Vehicle**.

Principal

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

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, the Republic of Ireland, Andorra, Austria, Belgium, 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, Slovakia, Slovenia, Spain, Sweden, and Switzerland (including Liechtenstein).

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.

RAC

RAC Motoring Services, RAC House, Brockhurst Crescent, Bescot WS5 4QZ.

Terrorism

- (i) 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
- (ii) Any action taken in controlling, preventing, suppressing or in any way relating to (i) above.

Code

(See Code indicated in the **Schedule**)

A Comprehensive

B Third Party Fire and Theft

C Third Party Only

D Fire Theft and Accidental Damage

E Fire and Theft Only

Breakdown benefits

Operative Sections

Sections 1 to 12 and 14 to 15

Section 1 operates only in respect of loss of or damage caused directly by **Fire** or by **Theft**

Sections 2 to 3, 6 to 12 and 14 to 15

Sections 2 to 3, 6 to 12 and 15

Section 13

Section 13 Sub Section 1

Section 16

Cover for your vehicle

Cover

Section 1

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** (or while in your private garage if **your vehicle** is a **Private Car**).

Removable audio equipment

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

- has been designed to be removed or partly removed from **your vehicle**; and
- cannot work independently of **your vehicle**; and
- has been temporarily removed from **your vehicle** for security or maintenance purposes.

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.

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 the Fleetline on 0800 246876 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 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.

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 while

The person driving your vehicle is

- (a) *aged 20 years or under* excess £550
- (b) *aged 21 to 24 years* excess £450
- (c) *aged 25 years or over who has not held a full licence for 12 months to drive your vehicle* excess £450

- (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*

overrides any other general excess that would otherwise apply to glass claims

Exceptions to Section 1 of your policy

We will not pay for:

- (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 or damage (other than by fire or theft) which results from **your vehicle** overturning where **your vehicle** is a mobile or self-propelled crane, including plant forming part of or attached to **your vehicle***

New Private Car and Goods-carrying Vehicle Replacement

Where **your vehicle** is a **Private Car** or **Goods-carrying Vehicle**, we will replace **your vehicle** with a new vehicle of the same make and specification (subject to availability) if within twelve months of purchase new by **you** (or within twelve months of registration if subject to a leasing or contract hire agreement) of a **Private Car** or within six months of purchase new by **you** (or within six months of registration if subject to a leasing or contract hire agreement) of a **Goods-carrying Vehicle**:

- any repair cost or damage covered by the policy exceeds 50% 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 **Private Car** and **Goods-carrying Vehicle** replacement does not apply to **trailers**.

(5) *loss of value following repair*

(6) *loss or damage arising from theft whilst the ignition keys of your vehicle have been left in or on your vehicle*

(7) *confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.*

Liability to Third Parties

Section 2

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:
 - (i) £20,000,000 where **your vehicle** is a **Private Car** or **Motor Cycle**
 - (ii) £5,000,000 in respect of all other vehicles

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 being towed by **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 that such use is included on the **certificate of motor insurance**; and
- any passenger travelling in or getting into or out of **your vehicle**
- any hirer of **your vehicle** provided such use is not excluded by your **certificate of motor insurance**.

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 and 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.

Exceptions to Section 2 of your policy

We shall 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** (except where **your vehicle** is a **Private Car**);
- (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 premises (or to the fixtures and fittings) attaching solely as occupier (not as owner) where the damage is insured by another policy;
- (6) damage to any vehicle where cover in connection with the use or driving of that vehicle is provided under this Section;

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:

1. your legal fees and expenses incurred with our written consent for defending proceedings including appeals;
2. costs of prosecution awarded against you arising from any health and safety inquiry or criminal proceedings for any breach of the:
 - a. Health and Safety at Work etc Act 1974;
 - b. Health and Safety at Work (Northern Ireland) Order 1978;
 - c. 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; or
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 2 of your policy
(continued)

- (7) loss, damage, death or bodily injury where your vehicle is an **Agricultural Vehicle** arising out of any incident directly or indirectly caused by, or accelerated by, or attributable to the coming into contact with any person, property, land or crops of any substance or compound that is used, in whole or part, as an insecticide, herbicide or other control of pests, disease or weeds, or as a desiccant, defoliant or growth regulator and which arises from the dissemination of such substance or compound in connection with your vehicle elsewhere than on land occupied by you or crops owned by you on that land except where such liability is required to be covered by the **Road Traffic Acts**;
- (8) 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;
- (9) 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**;
- (10) 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**.

Additional covers

Section 3

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 3 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 4

Medical expenses

If **you** or anyone else who is in **your vehicle** are injured as a direct result of **your vehicle** being involved in an accident, **we** will pay for the medical expenses in connection with the injury up to £250 for each injured person.

Section 5

Personal belongings

We will pay **you** (or the owner if **you** ask **us**) for loss or damage to rugs, clothing and personal belongings caused by **fire**, **theft** or accident whilst they are in or on **your vehicle**.

The maximum amount payable for any one incident is £250.

When an amount is payable to any person other than **you**, **we** may make such payment directly to that other person and their receipt shall be a full discharge to us.

Section 6

Trailers/attachments

1. Attached trailers

The cover applicable to **your vehicle** shall also apply to any **trailer** attached or connected to **your vehicle** for the purposes of being operated or drawn.

Where **your vehicle** is an **Agricultural Vehicle** the term **trailer** includes any agricultural or forestry implement or machine.

2. Detached trailers

Where **your vehicle** is a **Private Car** or **Goods-carrying Vehicle** the cover will also apply to any **trailer**:

- (a) owned by **you** or hired to **you** under a hire purchase agreement or leased or rented to **you** for a period of not less than three months; or
- (b) in your custody or under **your** control

while detached from **your vehicle**.

You will have to pay the first £250 of any **theft** claim unless **your vehicle** remains in close proximity to the **trailer**.

3. Attachments

Where **your vehicle** is a **Special Types Vehicle** the cover will also apply to any **attachment** while attached or detached from **your vehicle**.

4. Contingent liability cover for your trailers

We will indemnify **you** under the terms of Section 2 of the policy in respect of any **trailer** owned by **you** or hired to **you** under a hire purchase agreement whilst it is not in **your** custody or control, but not if there is any other existing insurance covering the same liability.

Exceptions to Section 5 of your policy

We will not pay for:

- (1) *money, stamps, tickets, documents or securities*
- (2) *goods or samples carried in connection with any trade or business*
- (3) *tools of trade, ropes or tarpaulins*
- (4) *any rugs, clothing or personal belongings if your vehicle is a motor caravan.*

Exceptions to Section 6 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 2 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 of or damage to any fixtures fittings or utensils carried in or on any trailer*
- (5) *if your trailer is a caravan, other than to indemnify you within the terms of section 2 of the policy while your caravan is attached to your vehicle.*

Section 7

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 cover provided by this policy applies to **your vehicle** for which a **Green Card** and a foreign use endorsement have been issued. Cover is effective for the period specified in the **Green Card**.

Additional covers

Where **your vehicle** is being used within the **territorial limits** or in any country for which **we** have issued **you** with a **Green Card**, the following covers also apply:

- (1) the transit of **your vehicle**, including loading and unloading, between the countries specified, provided such transit is of not more than 65 hours and/or
- (2) reimbursement of any customs duty **you** may have to pay on **your vehicle** after its temporarily importation into any of the countries specified, subject to your liability arising as a direct result of any loss of or damage to **your vehicle** which is subject of payment under Section 1 and/or
- (3) General Average contributions, Salvage and Sue and Labour charges whilst **your vehicle** is being transported by sea between any of the countries specified provided that **your vehicle** is covered by this policy for loss or damage.

Section 8

Unauthorised movement

The cover provided by Sections 1 and 2 of this policy is extended to include the unauthorised movement of any vehicle causing an obstruction or otherwise preventing the operation of your business.

Section 9

Unauthorised use or driving

Other than as stated in General Exceptions (1)(a) and (1)(b), **we** will in the terms of Section 2 of this policy indemnify **you** whilst **your vehicle** is being driven or used other than in accordance with the terms of the **certificate of motor insurance**.

Exceptions to Section 8 of your policy

This Section does not apply if the obstructing vehicle is:

- (1) *being driven by or moved by any person other than*
 - **you**; or
 - **a person employed by you**
- (2) *owned or hired to you under a hire purchase agreement or loaned or hired or leased to you.*

Section 10

Unlicensed drivers

Any requirements of this policy or the **certificate of motor insurance** that the person driving must hold or have held a licence to drive does not apply when a licence is not required by law. The terms of the **certificate of motor insurance** will otherwise apply.

Section 11

Emergency treatment

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

Section 12

Contingent liability

We will indemnify **you** in the terms of Section 2 of this policy:

- (a) while any vehicle not belonging to **you** and not provided by **you** is being used in connection with your business by any person in your employment
- (b) while any vehicle hired-in by **you** is being used in connection with your business by any hired-in driver.

Exceptions to Section 12 of your policy

This Section does not apply:

- (1) in respect of loss or damage to such vehicle or property being carried in or on it*
- (2) if there is any other existing insurance covering the same liability.*

Section 13

Vehicles laid up and out of use

(at the commencement of the period of insurance)

1. Fire and Theft

Where **your vehicle** is laid up and out of use, at the commencement of the **period of insurance**, all cover provided by this policy will be of no effect other than for loss of or damage by **fire** or **theft** provided **your vehicle** is kept in a locked private or public garage or in a compound surrounded by secure perimeter walls and/or fences.

2. Fire, Theft and Accidental Damage

In addition and subject to the terms of Sub-Section 1 above **your vehicle** is also covered in respect of accidental damage.

Section 14

Replacement locks

Where **your vehicle** is a **Private Car** or a **Goods-carrying Vehicle**, 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.

Section 15

Legal services and advice

Definitions

The following definitions apply only to the legal service and advice section of this policy. The general definitions at the beginning of this policy also apply where appropriate.

Insured person

1. **You**; and
2. Any person permitted to drive as described under '5 – Persons or Classes of Persons entitled to drive' in the **certificate of motor insurance**; and
3. Passengers carried in **your vehicle**

Insurers/we/our/us

Aviva Insurance Limited.

The handling agents

RAC Insurance Ltd (Registered Office: RAC House, Brockhurst Crescent, Bescot WS5 4QZ. Registered No. 2355834) acting through RAC Legal Services of Great Park Road, Bradley Stoke, Bristol BS32 4QN. RAC Legal Services is a division of RAC Motoring Services (Registered Office: RAC House, Brockhurst Crescent, Bescot WS5 4QZ. Registered No. 01424399). RAC Motoring Services indirectly owns 100% of RAC insurance Limited.

Appointed representative

The Solicitors, or other qualified experts appointed by the **handling agents** to act for the **insured person** in accordance with General Conditions 2 provided that such solicitors or other qualified experts satisfy the following conditions:

- (a) they agree to fund all disbursements and not to claim for same until the end of the case;
- (b) they agree not to submit any claim for **legal costs** until the end of the case and to try to recover all such **legal costs** from the other party in the action;
- (c) they agree to report in writing to the **handling agents** on any substantive development in the progress of the case.

Legal proceedings

With the approval of the **handling agents**:

- (a) the pursuit of any claim for damages either by negotiation or by civil tribunal or arbitration proceedings in respect of a matter within the cover provided; and/or
- (b) the defence of motoring prosecutions

which are subject to the jurisdiction of courts within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

Legal costs

The fees, expenses, costs and disbursements incurred by or on behalf of the **insured person** and authorised by the **handling agents** in pursuing or defending a claim within the cover provided.

The costs of a third party for which the **insured person** is either held liable by court order or are agreed by the **handling agents** and which are incurred in connection with **legal proceedings**.

Insured event

A **road traffic accident** involving **your vehicle**, on a public highway or on a private road or car park to which the public normally exercises an uninterrupted right of access, occurring within the **territorial limits** where the **insured person** is not at fault, which occurs during the **period of insurance** and which does not occur during any race, rally or competition and where the **insured person** is not driving **your vehicle** for which the **insured person** does not hold a valid driving licence.

Exceptions to Section 15 of your policy

General exceptions shown later in this policy also apply to legal services and advice where appropriate.

What is not covered

1. Appeals unless **you** have notified the **handling agents** of **your wish to appeal** at least ten working days before the deadline for any such appeal and the approval of the **handling agents** has been obtained.
2. Claims (including appeals) which, in the opinion of the **handling agents** do not have a reasonable chance of success or, in the case of claims for damages, where in the opinion of the **handling agents**, there is not a reasonable chance of successfully recovering any damages awarded. Cover may be refused or discontinued if such prospects do not, or no longer exist.
3. Legal costs
 - (a) incurred before the handling agents have confirmed acceptance of the claim in writing;
 - (b) exceeding any amount approved by the **handling agents**;
 - (c) incurred following a payment into court by a third party unless the **handling agents** have authorised **you** in writing to continue with the claim after the payment into court or **you** are awarded or settled for more than the amount of payment in;

Payment limit

- (a) In respect of claims for the pursuit of damages £100,000; and
- (b) in respect of defence of motoring prosecutions £20,000.

Uninsured Losses

Loss arising out of an **insured event** where the said loss is not otherwise covered by insurance and either damage occurs to **your vehicle** or any personal effects owned by **you** whilst such property is in or on **your vehicle** or the **insured person** suffers death or bodily injury whilst in or mounting into or dismounting from **your vehicle** and in each case in the opinion of the **handling agents** there is a reasonable prospect of recovering the **uninsured losses** from a third party responsible for the **insured event**.

What is covered

1. **We** will indemnify **you** against the **legal costs** of **legal proceedings** incurred in connection with:
 - (a) the pursuit of a claim directly arising from an **insured event**; and/or
 - (b) the defence of a motoring prosecution brought against the **insured person** in connection with criminal proceedings involving **your vehicle**. Pleas in mitigation will be supported by us at our sole discretion and when in the opinion of the **handling agents** there is a reasonable prospect of such a plea presented either in writing or in person by a solicitor or barrister materially effecting the likely outcome of the prosecution.
2. The **handling agents** may, at their sole and unfettered discretion, facilitate the hire of a replacement hire vehicle on behalf of the **insured person** for the period that **your vehicle** is immobilised as a result of an **insured event** and/or whilst it is being repaired. **You** must comply with the Terms and Conditions of the Hire Company selected by the **handling agents**.
3. The **handling agents** will provide initial legal advice to **you** via their 24 hour Legal Helpline.

Conditions

- (a) The **handling agents** will evaluate the claim, advise on the steps **you** should take to pursue the claim and, where appropriate, provide the assistance of an **appointed representative** to pursue the claim either by negotiation or civil proceedings. If, in the opinion of the **handling agents** the claim may be settled by negotiation the **handling agents** will either enter into negotiations on **your** behalf or nominate an **appointed representative** of its choice. In the event that the claim is not settled by negotiation and proceedings follow, the **handling agents** will provide **you** with the name of a representative whom they suggest to act for **you**. **You** do not have to accept the representative nominated by the **handling agents**. If **you** are not able to agree with the **handling agents** on a suitable **appointed representative**, the **handling agents** will ask the Law Society to name a legal representative as the **appointed representative**. The **handling agents** and **you** must accept this nomination. In the meantime the **handling agents** may nominate an **appointed representative** to act on **your** behalf and to safeguard **your** interests;
- (b) During the course of any claim **you** must co-operate at all times in the completion of any necessary documentation or provision of information either requested by **us**, the **handling agents** or the **appointed representative**;
- (c) **You** must not do anything which may prejudice **your** case or the **handling agents'** position;
- (d) **You** must take all available steps to recover the **legal costs** in the **legal proceedings**;
- (e) **You** must notify the **handling agents** of any settlement offer made before accepting it;
- (f) The **handling agents** will have the right of direct access to the **appointed representative**;
- (g) **You** shall forward any accounts for **legal costs** as soon as they are received and, if required to do so by the **handling agents**, shall have such **legal costs** taxed, assessed or audited by the appropriate court or authority.

Exceptions to Section 15 of your policy (continued)

- (d) incurred if **you** withdraw instructions from the **appointed representative** or from the **legal proceedings** unless such withdrawal is approved by the **handling agents**;
 - (e) for any expert witness unless previously approved by the **handling agents**;
 - (f) where **you** are responsible for unreasonable delay which is prejudicial to the claim or where **you** fail to give proper instructions in due time to the **handling agents** or the **appointed representative**;
 - (g) where **you** pursue a claim without the consent of the **handling agents** or in a different manner from that advised by the **appointed representative**.
4. Claims against the **handling agents** or **us** or claims by **you** against any other person where cover is provided under this Section of the policy.
 5. Claims relating to matters for which **you** are or would, but for the existence of this policy, be entitled to indemnity under any other policy.
 6. Claims directly, or indirectly caused by, contributed to or arising from;
 - (a) prosecutions which allege dishonesty or violence or which arise from drink or drugs-related offences or parking offences;
 - (b) any deliberate and criminal act or omission of the **insured** or which are false or fraudulent in any way;
 - (c) an **insured event** occurring during a race, rally or competition;
 - (d) faults in **your vehicle** or faulty, incomplete or incorrect service, maintenance or repair of **your vehicle**.
 7. **Your** travelling expenses, subsistence allowances or compensation for absence from work.
 8. Application for Judicial Review.
 9. Legal costs, fines or penalties which a court of criminal jurisdiction orders **you** to pay.

The Conditions shown later in the policy also apply to legal service and advice where appropriate.

Section 16

Breakdown benefits

The cover and service under this section applies only if stated in **your policy schedule**. The cover and service under this section is provided by **RAC** who may use approved contractors including Rescue from Aviva.

Accident assistance

If **your vehicle** has been disabled as a result of an accident covered under Section 1 of the policy in the United Kingdom, the Channel Islands and the Isle of Man, **RAC** may, at its own discretion and as an alternative to the onward transportation of **you** and **your** passengers under Section 1 of the policy and subject to availability, offer **you** either:

- a hire car of up to 1600cc or a van up to 7.5 tonnes GVW for 24 hours subject to the hirer's terms and conditions. This free period of hire must commence within 48 hours of **your vehicle** being damaged and excludes fuel costs, parking fees and fines, and continuation of load; or
- overnight accommodation for **you** and **your** passengers up to a maximum of £150 in total (but not the cost of providing meals or drinks); or
- a refund of the cost of public transport for **you** and up to four passengers to reach the end of **your** journey subject to a maximum of £150. **You** will need to produce receipts in order to claim for this.

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

Breakdown assistance

The following cover is provided in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man by **RAC**.

If **your vehicle** breaks down, or will not start, when **you** ring the Helpline **RAC** will arrange for the following at no additional cost:

- someone to come and help **you**. If **your vehicle** cannot be repaired immediately it will be taken to a nearby garage approved by us or a closer one of **your** choice where **you** can arrange for repairs to be made; or
- onwards transportation. If **you** are away from home and **your vehicle** cannot be repaired within a reasonable time. This will apply to **you**, **your vehicle**, up to four passengers and any caravan/trailer on tow at the time, to the destination of **your** choice, in one non-stop journey. This facility may also be provided if **you** fall ill and there are no passengers that can legally drive **your vehicle** so that **you** can not complete **your** journey. In these circumstances it will be at the discretion of **RAC** whether this service is offered. Medical certification will be required.

Exceptions to Section 16 of your policy

Breakdown assistance will not cover:

1. The cost of any ferry crossings or toll charges
2. the cost of recovery of **your vehicle** 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 **your vehicle** if it broke 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 a caravan or trailer over 7 metres in body length
 - is carrying a dangerous or illegal load
 - cannot be recovered by normal trailers or transporters
 - is a Goods-carrying Vehicle exceeding 7.5 tonnes Gross Vehicle Weight
 - is an Agricultural Vehicle or a Special Types Vehicle.

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

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

Continental assistance – accident and breakdown

The following cover is provided by **RAC** within the **territorial limits** other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. If **your vehicle** breaks down or if **your vehicle** has been disabled as a result of an accident covered under Section 1 of the policy, when you ring the Helpline **RAC** will arrange for the following at no additional cost:

- emergency roadside assistance up to a maximum of £175 (not including the cost of any parts).
If **your vehicle** cannot be repaired immediately it will be taken to a nearby garage where **you** can arrange for repairs to be made
- onwards transportation, if **your vehicle** cannot be repaired within 12 hours. A replacement vehicle will be provided to enable **you** to continue **your** journey whilst **your vehicle** is being repaired, up to a maximum of £750. **RAC** will use its best endeavours to find a vehicle of similar, but not exact, specification as **your vehicle** to ensure that **you** can carry the same number of passengers and amount of luggage and/or goods. This facility may also be provided in the following circumstances.

- If the driver falls ill and there are no passengers who can drive **your vehicle** so that the journey cannot be completed. In these circumstances it will be at the discretion of **RAC** whether a replacement driver is provided, to enable the destination to be reached or to return home. Some form of medical certification will be required, or
 - if **your vehicle** is stolen or involved in an accident up to 7 days prior to departure and cannot be repaired or recovered in time
- repatriation of **your vehicle** to **your** home address or **your** nominated repairer in the United Kingdom, the Channel Islands and the Isle of Man, if **your vehicle** cannot be repaired before the intended departure, subject to the cost of the repatriation not exceeding the **market value** of **your vehicle**.

RAC may, at its discretion, offer **you** or any permitted driver

- overnight accommodation expenses for the driver and passengers up to £25 per person per day, subject to an overall maximum of £400 in total (but not the cost of providing meals or drinks).

If an extension to the **territorial limits** has been agreed and **you** have been issued with an International Motor Insurance Card (**Green Card**) the breakdown cover outlined in 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. **RAC** can, however, cancel services or refuse to provide them if, in their opinion, **your** demands are excessive, unreasonable or impracticable.

Benefits and services are provided by **RAC** Motoring Services and/or **RAC** Insurance Limited (Company nos. 1424399 and 2355834). Registered office: **RAC** House, Brockhurst Crescent, Bescot WS5 4QZ. **RAC** Motoring Services (in respect of insurance mediation activities only), and **RAC** Insurance Limited are authorised and regulated by the Financial Services Authority and within the jurisdiction of the Financial Ombudsman Service and Financial Services Compensation Scheme.

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

Telephone numbers

If **you** require Breakdown or Accident Assistance, please use these telephone numbers:

Calls from the Republic of Ireland –
01800 535 005

Calls from France and Monaco –
0800 290 112

Calls from the rest of Europe –
+ (33) 472 435 255

+ indicates you should precede the number with the access code from the country in which you are telephoning.

Access Codes

| | |
|-------------------|--|
| 00 omit 33 | Andorra |
| 00 | Austria, Belgium, Bulgaria, Czech Republic, Denmark, Germany, Greece, Hungary, Italy, Latvia, Liechtenstein, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, San Marino, Slovakia, Spain, Switzerland, Vatican City |
| 99 | Croatia, Slovenia (availability of service is subject to prevailing conditions) |
| 009 | Sweden |
| 095 | Finland, Norway |
| 8-00 | Estonia |
| 8-10 | Lithuania |
| No number* | Iceland |

In addition to breakdown assistance the following improvements in cover also apply but only where you have chosen Comprehensive cover.

Personal belongings cover

The maximum amount payable for any one incident under Section 5 of this policy is increased to £350. All other terms and exceptions applicable to Section 5 continue to apply.

Increased medical expenses cover

The amount payable under Section 4 of this policy if **you** or any other occupant of **your vehicle** is injured as a direct result of **your vehicle** being involved in an accident is increased to £350 in respect of each person injured.

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

Your policy does not cover the following:

- (1) any accident, 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 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, injury, loss or damage (except under Section 2 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 SwitzerlandThis exception will not operate if **you** can prove that the accident, injury, loss or damage was not caused by this peril
- (6) any accident, injury, loss or damage (except under Section 8 of the policy) if any vehicle is registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Conditions

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 less 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. a. 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.
b. We, or any agent appointed by us and acting with our specific authority may cancel this policy, by providing notice in writing to you at your last known address, if there is a default under any relevant instalment agreement. In such case, your policy will end with effect from the beginning of the period in respect of which the instalment has not been paid.

If your policy is cancelled under a. or b. above, at our discretion, we may refund part of the premium for the unexpired period, which will be calculated on our, then current, short period rating basis, and provided that there have been no

- i. claim(s) made under the policy for which we have made a payment,
- ii. claim(s) made under the policy which are still under consideration,
- iii. incident(s) which you are aware of and are likely to give rise to a claim which has yet to be reported to us,

during the current period of insurance.

- c. 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.
- d. 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

- i. claim(s) made under the policy for which we have made a payment,
- ii. claim(s) made under the policy which are still under consideration,
- iii. incident(s) which you are aware of and are likely to give rise to a claim which has yet to be reported to us,

during the current period of insurance.

- e. You must return your certificate(s) of motor insurance immediately after cancellation.

Other insurance

5. 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 2 or 12 of the policy which **we** would otherwise be entitled to exclude under Exception (1) to Section 2 and Exception (2) to Section 12.

Premium adjustment

6. Before the commencement of any **period of insurance** you will provide us with a schedule (in the form required) of all motor vehicles (and **trailers** if specific **trailers** are covered under this policy) covered under the definition of **your vehicle** contained in the Definitions to this policy.

You will immediately provide us with details of motor vehicles (and **trailers** if specific **trailers** are covered under this policy) that you subsequently acquired or disposed of and in respect of these details you will pay us an additional premium or receive from us a refund calculated as agreed.

Your duty to prevent loss or damage

7. 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

8. 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

9. 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

10. 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, all benefits under this policy shall be forfeited.

Payments made under compulsory insurance regulations and rights of recovery

11. 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.

Motor Insurance Database – supply of vehicle details

12. You will immediately provide us with all relevant motor vehicle details of all motor vehicles whose use is covered by this policy as required by the relevant law applicable in Great Britain and Northern Ireland for entry onto the Motor Insurance Database.

Subjectivity

13. The policy, the application or any statement of fact made by you, any clauses endorsed on the policy, the schedule and the certificate of motor insurance, 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.

Conditions *continued*

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 dates(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, **we** 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.

Car sharing and insurance

Applicable only in respect of Private Cars

If **you** receive financial contributions in respect of the carriage of passengers on a journey in your **Private Car** as part of a car-sharing agreement arrangement **we** will not regard this as being the carriage of passengers for hire or reward (or the use of the vehicle for hiring).

This section does not apply if the:

- (a) *passengers are being carried in the course of a business of carrying passengers*
- (b) *total contributions received for the journey concerned involve an element of profit.*
- (c) *Your vehicle is constructed or adapted to carry more than eight passengers (excluding the driver).*

Important note

If your **Private Car** is used under a car-sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of your policy **you** should immediately contact **us** for confirmation.



Aviva Insurance Limited.
Registered in Scotland, No. 2116.
Registered Office: Pitheavlis, Perth PH2 0NH

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