

Please read carefully and keep safe

Rescue from Aviva Policy



This is your Rescue from Aviva policy booklet. It is important that you read it carefully then store it in the glovebox of your vehicle to refer to in the event of a breakdown.

Useful numbers

Breakdown Assistance

08000 155 755

Great Britain, Northern Ireland,
The Channel Islands and The Isle of Man
(available 24 hours)

Customer Services

0844 891 1106

For general enquiries, changes or renewal.
(Opening hours are Mon-Fri 8am-8pm, Sat 9am-5pm, Sun and Bank Holidays 10am-4pm)

Breakdown
08000 155 755
(24 hours)



For easy access to our breakdown and customer services helpline numbers, please remove the card and keep it in your wallet or purse.

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 0844 891 1106.

For our joint protection and training purposes, telephone calls may be recorded and/or monitored. 0844 numbers will be charged at 3p per minute from a BT landline. Calls from other networks may vary. 0845 and 0870 number charges may vary, please contact your network provider for details.

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Be safe in the knowledge that help is at hand if your vehicle breaks down:

1. Just call **08000 155 755** at any time, 24 hours a day.
2. Using the latest satellite technology, one of our team of highly trained operators will work with you to pinpoint your location anywhere in the UK.
3. Our operator will then arrange for a Rescue patrolman to get to you as quickly as possible, prioritising motorists who are in a vulnerable situation.
4. One of our expert patrolmen will get you back on the road with the minimum of delay (in 2010, four out of five vehicles were fixed by the roadside, excluding accidents and extreme failures).

When you call, please have your policy number to hand. It would be helpful if you could also provide your location and also the nature of the breakdown.

Rescue from Aviva also offers these additional benefits:

- **Keep talking 1** – if you do not have access to a telephone, we will make a call on your behalf to let another person know your vehicle has broken down. You can also use the patrolman's mobile phone, where possible.
- **Keep talking 2** – if you are feeling vulnerable, our call handlers will talk to you on the phone prior to the patrolman arriving. If your safety is in jeopardy, we will contact the police immediately.
- **Follow me** – if the fault with your vehicle appears to be rectified shortly after you have called us out, at your request the patrolman will follow you for a short time to ensure this is the case.
- **Live traffic and travel information** – just dial 64644 from your mobile phone for traffic updates on the move, or 09003 444 999 from a landline. Calls to these numbers cost 60p per minute.

Contract of insurance

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

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

- **Your** policy booklet.
- Information contained on **your** application and/or Information Provided By You document as issued by **us**.
- **Your** schedule.
- Any clauses endorsed on **your** policy, as set out in **your** schedule.
- Any changes to **your** Rescue from Aviva insurance policy contained in notices issued by **us** at renewal.

In return for **you** paying **your** premium, **we** will provide the cover shown on **your** schedule on the terms and conditions of this policy booklet during the **period of insurance**.

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

Changes we need to know about

Please tell **us** immediately if there are any changes to the information set out in the application and/or Information Provided By You, or on **your** schedule, or any other changes in **your** circumstances which might affect **your** insurance, for example a change of vehicle.

If **you** are in any doubt, please contact 0844 891 1106.

When **you** inform **us** of a change, we will tell **you** if this affects **your** insurance, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy. If **you** do not inform **us** about a change it may affect any claim **you** make.

Administration charge

We reserve the right to apply an administration charge of up to £5.00 (subject to Insurance Premium Tax where applicable) for any adjustments **you** make to **your** policy.

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.

Your cancellation rights

You have a statutory right to cancel **your** policy within 14 days from the day of purchase of the contract or the day on which **you** receive **your** policy documentation, whichever is the later. **You** will be entitled to a full refund of the premium paid provided **you** have not used the service.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

After the expiry of any statutory cancellation period, **you** still have the right to cancel **your** policy at any time. If **you** do so, **you** will be entitled to credit for all unused full months remaining on the policy.

If the policy has been paid up and the service has not been utilised, a credit will be paid in Rescue vouchers set out in the terms in Part 9 in Section 9 of this booklet.

You will not be entitled to a credit against future premiums if **your** policy is:

- paid over 12 monthly premiums, or
- paid over four monthly instalments unless all four have been paid at the time **you** cancel, or
- if **you** have used the service during the current period of cover.

To exercise **your** right to cancel, please contact Aviva on 0844 891 1106. If **you** do not exercise **your** right to cancel the policy it will continue in force and **you** will be required to pay the premium.

Please note that if the policy is cancelled before it has been paid up and the service has been utilised in the current period of cover, the total balance of the premium becomes payable.

Choice of law

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

- **you** and the insurer agree otherwise, or
- at the date of the contract, **you** are a **resident** of (or, in the case of a business, the registered office or principal place of business, is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of language

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

Additional covers - refund of premiums

If **you** have purchased additional cover options with this policy, a refund may not be available on those additional covers if they are subsequently removed after the statutory cancellation period.

Section 3 - Definitions

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

You/your

The person or persons named in the Rescue from Aviva cover details.

Your vehicle

The vehicle described in the Rescue from Aviva cover details, or if **you** have taken Personal Cover any vehicle **you** are a driver or passenger in subject to the specifications on the page opposite.

We/us/our

Aviva Insurance Limited.

Resident

Person who has their main **home** in the **United Kingdom** and has not spent more than six months abroad in total during the year prior to the start date of this policy.

Home

Your usual place of residence in the **United Kingdom**.

Journey

A holiday or trip that begins on **your** departure from **your home** and ends on return to **your home**.

Period of insurance

The period of time covered by this extension, as shown in **your** schedule, or until cancelled. Each renewal represents the start of a new period of insurance.

United Kingdom or UK

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

Cover Options

Vehicle Based

This is **our** standard service. The vehicle shown in **your** details is covered, regardless of who is driving.

Personal

This extends **your** service so you'll also be covered in any vehicle and it doesn't matter whether you're the driver or passenger.

Joint Personal

This extends **your** service further so another named member of **your** household can enjoy exactly the same level of cover as **you**.

Section 4 - Quick reference guide to breakdown options

Cover level chosen	Rescue	Rescue & Recovery	Rescue, Recovery & At Home	Rescue, Recovery At Home & Onward Travel	Europe (can be added to any UK cover Option)
Benefits provided					
Roadside assistance	✓	✓	✓	✓	
Tow to a nearby garage for you , your vehicle and up to seven passengers	✓	✓	✓	✓	
Recovery to any destination for you , your vehicle and up to seven passengers		✓	✓	✓	
Recovery of your vehicle and passengers if the driver is medically unfit to drive		✓	✓	✓	
Assistance at or within a quarter mile of your home address			✓	✓	
A replacement vehicle whilst yours is being repaired, or overnight accommodation or onward travel for you to complete your journey by taxi, train or plane				✓	
All the benefits listed above when travelling in mainland Europe (see page 13 for a summary of cover)					✓

The services listed are only available to residents of the United Kingdom.

The above table is designed to be a quick way for **you** to check exactly what service **we** can offer **you**. Please see the descriptions from Section 6 and under each service level for full details of **your** cover.

Please also be aware that if we cannot repair **your vehicle** at the roadside in the **United Kingdom** the cost of parts, fuel and labour at any garage to which the vehicle is taken is not covered.

Your annual call-out entitlement is:

Cover option chosen	Rescue only	All other UK options
Vehicle Based	2	5
Personal	2	6
Joint Personal	3	7

Please see part 20 in Section 9 for full details.

Section 5 - Vehicle specifications

Rescue from Aviva is available when **you** are travelling in a car, van or on a motorcycle which complies with the restrictions set out below:

Maximum vehicle weight vehicle mass (GVM)	3,500kg (3.5 tonnes) gross
Vehicle length	7.5 metres (24ft 7ins)*
Maximum vehicle width	2.3 metres (7ft 6ins)

All restrictions above include any load carried.

Caravans and trailers

The vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the vehicle which has suffered a breakdown is towing a caravan or trailer and **we** provide recovery, the caravan or trailer will be recovered together with the vehicle to a single destination. Other than as set out above caravans and trailers are not covered by this policy in the **UK**.

**If travelling in Europe, vehicle length must not exceed 7 metres (23ft)*

Section 6 - Our services in the United Kingdom

Rescue

Rescue services are available whilst travelling in the **United Kingdom**.

If **your vehicle** has broken down on a public highway, **we** will provide the following:

- An RAC Patrol or contractor to assist **you**.
- Labour at the roadside.
- If **we** are unable to repair **your vehicle** within a reasonable time or if **our** patrolman considers the repairs unwise, **we** will transport **your vehicle** to a destination of **your** choice within 10 miles. If **you** have no preferred destination, **we** will take **your vehicle** to a nearby garage.
- Transport for **you** and up to seven passengers to the above chosen destination. (If there are more than five people this may require two separate vehicles. An adult from **your vehicle** must accompany any children.)
- If **you** need to leave **your vehicle** at the garage **we** will reimburse **you** for taxi fares up to 20 miles (a receipt must be obtained).

What is not covered:

- Breakdowns within a quarter of a mile of **your home** or where **you** normally keep **your vehicle**.
- Towing following an accident, fire, theft or act of vandalism or other incident normally covered by **your** motor insurance. If **you** call **us** for assistance following such an incident and **you** have Comprehensive motor insurance cover with Aviva **we** can arrange this for **you**. If **you** have Third Party Fire and Theft cover with Aviva **we** can arrange this, but **you** may be charged for this service. If **your** motor insurance is not with Aviva and **we** arrange recovery for **you**, **we** will not be responsible for meeting the costs involved and it is **your** responsibility to ensure that **you** properly comply with any requirements of **your** motor insurer in making a claim under **your** motor insurance policy. If **we** agree to arrange recovery, **you** will be required to pay **our** or any attending garage's applicable charges.
- The costs of parts, fuel or other supplies.
- Labour at any garage to which the vehicle is taken.
- Towing costs for the whole distance if **you** wish to be taken to a destination further than 10 miles.
- Any events not covered under General Exclusions (full details are shown under Section 10).

Recovery

Recovery services are available whilst travelling in the **United Kingdom** only.

If **you** have chosen Recovery and **your vehicle** breaks down as described under Rescue, **we** will provide the following service if **we** cannot get **your vehicle** repaired locally within a reasonable time:

- Transportation of **your vehicle** to **your home** or a single address anywhere in the **United Kingdom**.

Our services in the United Kingdom

- Transport for **you** and up to seven passengers to the above chosen destination. (If there are more than five people this may require two separate vehicles. An adult from **your vehicle** must accompany any children.)

The above Recovery service is also available should **you** be taken ill and cannot continue **your journey** as **you** have no passengers who can legally drive **your vehicle**. Ideally **you** will need to produce some form of medical certificate for this, however **we** will provide services as **we** see fit.

What is not covered:

- Breakdowns within a quarter of a mile of **your home** or the place where **your vehicle** is usually kept.
- A second recovery if the original fault has not been properly repaired.
- The use of the Recovery service as a way to avoid repair costs.
- Recovery which is not arranged at the time of breakdown. This cannot be requested later.

At Home

If **you** have chosen At Home cover, **you** are entitled to use the service described under Rescue within a quarter of a mile of **your home** address or where **you** normally keep the vehicle.

What is not covered:

- Taxi Service, as described under the Rescue heading.
- Vehicle servicing or reassembly.
- Unless specifically included in the At Home cover described above, all matters excluded under Rescue.

Onward Travel

Onward Travel services are available whilst travelling in the **United Kingdom** only. Onward Travel benefits must be arranged at the time of breakdown and cannot be requested later. If **you** have chosen Onward Travel, **you** are entitled to one of the following extra benefits once **we** have decided that **we** cannot get **your vehicle** repaired locally:

- Replacement hire vehicle.
- Alternative transport costs.
- Hotel accommodation.

If **you** have chosen At Home and Onward Travel **you** can also use the Onward Travel benefits if **you** break down at **your home** address. (This excludes incidents where **we** have been called to rectify failed repairs.) Rescue from Aviva will decide which service is most suitable under the circumstances.

Replacement hire vehicle

We will pay for:

- the hire cost of a vehicle up to 1600cc for 24 hours.
- insurance (including collision damage waiver - conditions apply).

Our services in the United Kingdom

Replacement hire vehicle is subject to availability and **our** supplier's Terms and Conditions which will usually include:

- age limits – not available to those under 21 years of age.
- the need to have a current driving licence with **you**.
- limits on acceptable endorsements.
- the need to provide a valid credit card number. (Alternatively, the vehicle rental provider will require a deposit of no less than £50 and may also undertake a credit check before releasing the vehicle to **you**.)

Hire vehicles are not usually available with a tow bar and therefore **your** caravan and trailer will be recovered under the Recovery benefit with **your** broken down vehicle. If **we** decide that a hire vehicle is not a practicable solution for any reason, hotel accommodation or alternative transport will be provided instead.

Alternative transport*

We will arrange and reimburse **you** for the cost of public transport for up to eight people to reach the end of their **journey** within the **UK**, subject to a maximum of £150.

Hotel accommodation*

We will arrange and reimburse **you** for one night's bed and breakfast for up to eight people in a hotel of **our** choice. **We** will pay up to £150 a person or £500 for each group whichever is less. **You** will have to pay for any extra hotel or transport costs.

Special medical assistance*

Onward Travel also provides special medical assistance. If **you** or one of **your** passengers is taken into hospital more than 20 miles from **home**, **we** will arrange and pay for overnight accommodation for the other passengers as described in 'Hotel accommodation' above. **We** will also arrange for an ambulance to take the patient to a local hospital near to their **home** once medical permission has been given. Special medical assistance is not available for planned hospital visits.

**You will need to produce receipts in order to claim for this.*

What is not covered:

- A second use of the Onward Travel benefits if the original fault was not repaired satisfactorily.
- Other charges arising from **your** use of the hire vehicle benefit such as fuel costs, deposit, any insurance excess charges, collecting and returning the vehicle, any costs due to **you** keeping the vehicle after the agreed period of hire and fines or parking fees where incurred.
- If **you** require a second or any other type of vehicle, **we** will try to arrange this for **you**. **You** will have to pay for any additional costs.
- If **you** are unfortunate enough to have an incident with the hire vehicle and **you** make an insurance claim, **you** will be responsible for paying any excess.

Section 7 - Our services in Europe

The cover in this section only applies if shown in **your** schedule.

This service is available to residents of the **United Kingdom** excluding Northern Ireland and provides emergency assistance by one of our contractors in the event of vehicle breakdown, accident, fire or theft, or when the only qualified driver is unfit to drive. It applies to: Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey in Europe plus Uskudar, Ukraine.

Availability of services in Eastern Europe

We make every effort to ensure a quality service is provided in Eastern European countries but this may not necessarily be the same standards as in Western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc. **You** should also be aware that unleaded fuel may not be widely available.

How do you get help?

If **you** are travelling in:

- The **United Kingdom** to or from port, call us FREE on **08000 155 755***
- The Republic of Ireland, call us FREE on **1800 535 005***
- France or Monaco, call us FREE on **0800 940 175***
- Any other country, call us on **00 33 4 72435245**. This number applies to most countries, but some require the **00** at the beginning of the number replaced by the following:

99 – Macedonia, Yugoslavia

810 – Armenia, Azerbaijan, Belarus, Georgia, Lithuania, Moldova, Russia or the Ukraine

Please check with the local operator if **you** experience any difficulties dialling from these countries or elsewhere.

*Customers using mobile telephones are recommended to contact their service provider for advice on using freephone numbers.

0844 numbers will be charged at 3p per minute from a BT landline. Calls from other networks may vary.

Before you travel

We strongly recommend **you** inform **your** own motor insurance company before taking **your** vehicle abroad. If **you** do not, **your** insurance cover may reduce to the minimum Road Traffic Act (or equivalent) requirement in the country where **you** are travelling. This would provide no cover for damage, fire or theft to **your** own vehicle. **You** should also inform **your** insurers if **you** are towing a trailer or caravan.

Cover and limits – Summary

Cover	Limits
Overall Limit unless otherwise stated	£2,500
Service in the UK	
Service in the UK is provided in line with your chosen UK Breakdown cover option	
Service while abroad	
Roadside assistance	£175
Spare parts despatch	Overall limit applies
Extra accommodation expenses	£35 per person for each night, up to £560
Journey continuation or return home	Self-drive hire - up to 14 days
Replacement driver	Overall limit applies
Vehicle break-in	Overall limit applies
Accidental damage to tent	£35 per person for each night, up to £560
Urgent message relay service	Overall limit applies
Returning your vehicle to the UK	Overall limit applies
Custom claims cover	Overall limit applies
Service after you return home	
Travel expenses to collect your vehicle which has been left abroad for repair	Overall limit applies
Replacement vehicle after you return home	£250

Note: Cover whilst abroad is limited to 90 days for any one trip, up to a total of six months in a one year period.

What will we do to help you abroad?

Rescue and Recovery assistance

If **you** are travelling abroad and are stranded on a public highway through breakdown, road traffic accident or vandalism, **we** will arrange for a local breakdown service or garage to come out and try to repair **your vehicle**. If **your vehicle** cannot be repaired immediately it will be taken to the nearest garage. In the event of breakdown **we** will pay either:

- a contribution towards labour charges if it is possible to repair **your vehicle** to enable **you** to continue **your journey** on the same day, or
- inspection fees to confirm **your vehicle** cannot be repaired by **your** return travel date.

Spare parts despatch

We will also pay for freight, handling and ancillary charges on despatch of spare part(s) not obtained locally, plus the fare for one person to collect part(s) from the appropriate railway station or airport.

Special condition

Our agent will despatch parts as quickly as possible but delays will occur at weekends and bank holidays. Once **you** have asked for parts from **our** control centre, **you** are responsible for paying for their full cost, even if **you** obtain them locally. **We** and **our** agents will not be responsible for manufacturer or supplier errors, loss or damage of parts in transit or any delay in delivery.

What is not covered:

- The cost of any parts used for repairs to **your vehicle** at the roadside or at a garage.
- Repair costs, including labour, if **your vehicle** was in a road traffic accident, damaged by fire or stolen.
- The cost of any repairs to **your vehicle** which are not essential to the continuation of **your journey** on the same day.
- Any other costs not specified in this booklet.

Onward travel benefits

If **our** control centre abroad confirms repairs to **your vehicle** will take more than 12 hours, if **your vehicle** is to be returned to the **United Kingdom**, or if **your vehicle**

What will we do to help you abroad?

has been stolen and not recovered within 24 hours, **we** will arrange and pay for either of the following:

- Accommodation expenses up to £35 per person per day (up to a maximum of four days) for a room only. **You** will need to make **your** own hotel arrangements unless **you** are in France or Monaco as **our** control centre can then help **you** with this.
- Up to 14 days self-drive car hire (including collision damage waiver, delivery charge and Green Card if required), or **we** will pay for standard/second class rail, or both, so that **you** and up to seven passengers are able to continue **your journey** or return **home**. Any hired vehicle cannot be brought into the **United Kingdom**. **We** will arrange for a second hire for the **United Kingdom** part of **your journey**.

We will try to provide **you** with a hire car but this will not necessarily be the same as **your vehicle**. **We** are unable to hire utility vehicles, vans, motorised caravans, minibuses, motorcycles or cars with automatic gearboxes, towbars or roof racks.

Car hire is subject to the normal Terms and Conditions of the hiring company and **you** will be required to give **your** credit card details to cover a refundable deposit and extras. The driver must also have held a full **UK** driving licence or equivalent for a minimum of one year (two years for France).

If **your vehicle** is stolen or vandalised **you** must obtain a police report.

What is not covered:

- The costs of any meals or any other hotel or extra costs.
- Petrol, oil.
- Personal insurance.
- Collection charge and any other costs with self-drive car hire other than those stated above.
- First class rail fares.

Replacement driver

If a registered doctor declares the only insured and qualified driver is medically unfit to drive, **we** will pay for the cost of a replacement driver to drive **your vehicle** and five passengers to **your** destination or **home**. Alternatively, if a replacement driver is not available, **we** will recover **your vehicle** and up to five passengers to **your** destination or **home**.

What is not covered:

- The cost of a replacement driver or any other costs if any of **your** passengers are legally able to drive **your vehicle**.

What will we do to help you abroad?

Vehicle break-in

If the windows, windscreen or locks of **your vehicle** have been damaged by somebody trying to break into **your vehicle** and **you** have subsequently obtained a police report, **we** will pay the cost of emergency repairs to make **your vehicle** secure again.

What is not covered:

- The cost of repairs if they are not to make **your vehicle** secure and for the reason stated.
- Any event where **you** fail to obtain a police report and submit this with **your** claim.
- Property in or on **your vehicle**.

Urgent messages

If **your vehicle** cannot be moved as it has broken down, been in an accident, damaged by fire or stolen, **we** will pay the cost of passing an urgent message from **our** control centre.

What is not covered:

- To pass on a message through anyone other than **our** control centre.

Accidental damage or loss of your tent

If **you** are intending to camp but **your** tent is stolen or accidentally damaged so that **you** cannot use it, **we** will pay up to £35 per person each day towards accommodation expenses to a total of £560 or, at **our** discretion, authorise the cost of a replacement tent.

What is not covered:

- Meals or any extra costs.
- Damage to **your** tent caused by weather conditions.
- The cost of a replacement tent not authorised by **us**.
- Any costs if **your** tent was stolen and **you** do not get a police report.

What will we do to help you abroad?

Returning your car to the United Kingdom

We will pay the costs of returning **your vehicle** by road transporter or goods train from abroad to **your home** or chosen repairer in the **United Kingdom**. If the vehicle is a 'write-off', we will also pay the cost of packing and freighting baggage, provided that we have not paid you an amount instead of returning **your vehicle home** or to your chosen **United Kingdom** repairer.

What is not covered:

- The cost of repatriation if this is more than the **UK** market value of **your vehicle**.
- The cost of repatriation if **your vehicle** is unroadworthy.
- Any costs arising from an incident not reported to our control centre.
- Any cost not described above.

Important - please note:

- When repatriation is authorised, it normally takes 10-14 working days for delivery to a **UK** address from most Western European countries. At busy times and from Eastern European countries, it may take longer.
- You should check with **your** Insurers that **your vehicle** and its contents will be covered in transit for loss or damage.
- If **your vehicle** is not able to be driven due to a road traffic accident, fire or theft, any damage which you are entitled to have repaired by **your** motor insurers must be reported to them immediately. **Your** insurers must decide whether to authorise repairs abroad or have **your vehicle** repatriated. **We** cannot repatriate **your vehicle** unless **your** insurers first give their permission.
- If **your vehicle** is a 'write off' and the motor insurers have not confirmed a total loss, we may pay an amount to the vehicle's owner instead of repatriating **your vehicle** to the **United Kingdom**.
- If **your vehicle** is being repatriated and Customs in any country find its contents to be breaking the law, then this cover will become invalid and we will not pay any claims.

What will we do to help you abroad?

Customs claims cover

If **your vehicle** cannot be reasonably repaired as a result of fire or theft which has happened abroad during the **journey** and it has to be scrapped under Customs supervision in the country where it is situated, or it has been stolen abroad during the **journey** and has not been found, **we** will pay to cover against Continental or Irish Customs claims for any liability for duty claimed.

What is not covered:

- Any import duties which do not relate to **your vehicle**.

Collection of your vehicle left abroad to be repaired

If repairs to **your vehicle** due to breakdown, fire or accident cannot be completed in time for **your** return **home**, **we** will pay the costs of one person to return abroad to collect **your vehicle** once the repairs have been made. **We** will pay for the following:

- Standard/second class rail fare plus other public transport fares.
- Fuel costs for **your vehicle** from where it has been collected to **your home**.
- Single homeward ferry fare for **your vehicle** and one person.
- Single room only hotel accommodation for one person limited to £35 if this is needed to complete the round trip.

What is not covered:

- First class rail fares.
- The cost of any meals.
- Any other costs.

Replacement vehicle on your return home

If **you** are waiting for **your vehicle** to be returned from abroad under the terms of this policy, **we** will pay up to £250 for self-drive car hire including collision-damage waiver.

What is not covered:

- Fuel, oil, personal insurance and any other costs.
- Self-drive car hire after **your vehicle** is returned to **your** chosen address in the **United Kingdom**.
- Self-drive car hire if **you** or a person chosen by **you** is collecting **your vehicle** from abroad after it has been repaired.

Section 8 - Exclusions which apply to our European cover

- a. Any costs which would have been payable even if the incident causing the claim had not occurred.
- b. **Your vehicle** if it is used for or if **you** take part in motor racing, rallies or other competitive events.
- c. Liability for costs or losses due to delays or acts or omissions of anyone **we** have instructed but have no direct control of, such as garages, hotels, car hire firms etc.

You are responsible for ensuring that repairs are carried out to **your** own satisfaction and **you** are liable for any labour costs which amount to more than the limits of this policy. **You** are also liable for the costs of all parts.

If it is necessary to return your vehicle to the United Kingdom unattended, you should check with your motor insurers that your vehicle and its contents will be covered against loss or damage in transit.

- d. Any costs for hiring a vehicle other than under the terms of this policy.
- e. Any liability for claims as a result of acts of nature, strikes, war, invasion, riot, revolution or any similar event.
- f. Any loss, damage or liability directly or indirectly caused by:
 - ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste or any risk from nuclear equipment.
 - pressure waves caused by aircraft or other flying machines travelling at sonic or supersonic speeds.
- g. Breakdown due to:
 - i. lack of oil or coolant.
 - ii. frost damage.
 - iii. rust or corrosion.
 - iv. unserviceable/unroadworthy tyres.
 - v. using incorrect fuel.
- h. The effect of intoxicating liquors or drugs.
- i. **Your vehicle** being driven by anyone not holding a valid full driving licence.
- j. Any incident leading to a claim under this policy which is covered under any other insurance, breakdown or medical policy, **we** will only pay **our** share of the claim. This restriction does not apply to the limits under the vehicle break-in cover.
- k. Vehicle break-in benefits do not apply in respect of:
 - loss of or damage to property in **your vehicle** if it has been left unattended or in a public garage for more than 24 hours or whilst it is unattended on a vehicle transporter, on a train or at sea.
 - **your** property if it is confiscated, destroyed or kept by Customs or any other authority.

Section 9 - Terms and conditions which apply to the whole policy

1. **Our** employees and contractors will use reasonable skill and care when providing the service.
2. **You** or someone nominated by **you**, must be with **your vehicle** when the patrol or contractor arrives. Service will then be provided in accordance with **your** chosen cover.
3. Where Personal or Joint Personal cover is not included, service will be provided only to **your vehicle** specified in the cover details or to a vehicle that has been notified to and acknowledged in writing by **us** as being a permanent substitution for the previous vehicle. **You** should, therefore, ensure that such notification is made immediately a substitution occurs to avoid service being refused.
4. For cover to apply the vehicle must:
 - be either a car, motorcycle 121cc or over or van registered for road use in the **United Kingdom**.
 - carry no more than the number of persons recommended by the manufacturer (and for whom seats are provided) with a maximum of eight persons including the driver.
 - not be used for the purpose of private or public hire.
 - not exceed (including any load carried) the following dimensions: 3,500 kg in weight and 2.3 metres in width.
5. Any person named under Joint Personal cover must live at the same address.
6. If someone other than **you** calls **us** out and the service provided goes above the terms of the cover provided, **you** will have to pay the costs.
7. If **you** pay for **your** cover by direct debit and no longer require cover, it is **your** responsibility to ensure the direct debit agreement is cancelled through **your** bank as no refunds will be made.
8. **We** will not issue a cash refund of **your** premium if **you** cancel or downgrade **your** cover, unless it is less than 14 days after the day of purchase of the contract or after the day on which **you** receive **your** policy documentation, whichever is the later*.
**Please be aware that if the policy is cancelled before it is paid in full and the service has been utilised, then the total balance of the year's premium becomes payable immediately.*
9. Further to 'Your Cancellation Rights' on page 5, if **you** decide to cancel and the policy is paid up and **you** have not utilised the breakdown service, **we** will issue a voucher for the amount of whole months unused cover which can be used by **you** within the next five years against new Rescue from Aviva cover.
10. If **you** upgrade **your** cover, a pro-rata charge will be made.

Terms and conditions which apply to the whole policy

11. **We** will take legal action against anyone who uses **our** services dishonestly.
12. If **we** provide service to a child, an adult must accompany the child travelling in **your vehicle**.
13. If there are any domestic animals in **your vehicle**, their onward transportation is at **our** discretion and solely at **your** risk. **We** will not insure any animal during any onward transportation **we** undertake. Unless there is a safety issue, guide dogs will always be transported with their owners.
14. Following a breakdown attended by the police or other emergency service, removal of **your vehicle** will not take place until the emergency service concerned has authorised it. If the police or emergency service concerned insists on immediate recovery by a third party, the costs of this may need to be met by **you**.
15. Except in relation to any claim **you** may have for death or personal injury, if **we** are in breach of the arrangements under this contract, **we** will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contracts, or for any business losses.
16. **We** do not guarantee to carry out service if **we** are prevented from doing so in circumstances beyond **our** reasonable control including, without limitations, the activities of civil or government authorities, industrial disputes, acts of nature or severe weather conditions.
17. **We** have the right to refuse to give service and/or cancel cover if anyone using **our** service behaves in a threatening or abusive way to **our** staff or contractors. **We** further reserve the right to refuse **you** service and/or cancel cover where upon attending a request for assistance **you** have (or any person present in the vehicle has) displayed such behaviour to **our** staff or contractors in the past.
18. Upon renewal of **your** Rescue from Aviva cover, the services that **you** will receive will be those set out in the terms of cover current at the time of such renewal.
19. In the event that **you** require vehicle recovery following a road traffic accident and **you** have Comprehensive motor insurance cover with Aviva, **we** can arrange this for **you**. If **you** have Third Party Fire and Theft cover with Aviva, **we** can arrange this, but **you** may be charged for this service. If **your** motor insurance is not with Aviva and **we** arrange recovery for **you**, **we** will not be responsible for meeting the costs involved, and it is **your** responsibility to ensure that **you** properly comply with any requirements of **your** motor insurer in making a claim under **your** motor insurance policy. If **we** agree to arrange recovery, **you** will be required to pay **our** or any attending garage's applicable charges.

Terms and conditions which apply to the whole policy

20. **Your** annual breakdown entitlement:

Depending on the cover option **you** have chosen, if **your vehicle** breaks down **you** have the right to call **us** out a number of times in each period of cover as follows:

Cover option chosen	Rescue only	All other UK options
Vehicle Based	2	5
Personal	2	6
Joint Personal	3	7

You will have to pay an additional charge set by **us** for any additional call outs. This additional charge will be not less than £75 plus VAT. **You** will have to pay this additional charge by credit or debit card when **you** telephone **us** to request assistance.

Battery related faults – **our** initial attendance for a battery related fault is included in **your** entitlement. **Our** patrol will test **your** battery at the initial breakdown attendance and if the battery is no longer serviceable and so fails the test **you** will be advised to replace it. If **you** call **us** out again and **we** identify the same fault as a problem caused by the same battery, **you** will have to pay an additional charge set by **us** which will be not less than £75 plus VAT (this call out will not affect **your** no call out discount). If **we** do not receive payment within 14 days of the invoice date, **we** will cancel **your** policy without refund.

Your breakdown entitlement may increase or decrease if **you** change **your** cover options. However, **you** cannot change **your** cover option during the current period of cover if **you** have reached **your** maximum entitlement of call-outs.

21. **Your** duty to disclose information:

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

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

If **you** are unsure as to what facts would influence **your** policy, please contact 0844 891 1106.

Section 10 - Exclusions which apply to the whole policy

1. Any breakdown that occurs during the first 24 hours after joining, reinstating or upgrading cover (including adding any extra person under Joint Personal Cover). In these circumstances the roadside rescue service will be provided free of charge, but an appropriate charge, not less than £75 plus VAT, would be made for additional services such as recovery, at **home** cover or onward travel benefits.
2. Vehicles that were broken down, unroadworthy or without a current road fund licence at the time of joining, upgrading or reinstating cover. In these circumstances **we** may agree to provide service (for example, if a person's safety is in jeopardy) but an appropriate charge, not less than £75 plus VAT, would be made.
3. Vehicles that have broken down as a result of taking part in a motor sport event which takes place off the road or on a permanent, or temporarily constructed race track (eg Snetterton, Oulton Park) or rally circuit and/or is not subject to the normal rules of the road. (Vehicles participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road or public place and comply with the normal rules of the road, are covered.)
4. Vehicles being demonstrated or delivered under trade plates.
5. The transportation of any vehicle or trailer that contains horses or livestock.
6. The transportation of any vehicle that **we** suspect is loaded over its legal limit and/or is carrying a dangerous or illegal load.
7. The cost of draining or removing contaminated fuel (**we** will arrange for **your vehicle** to be taken to a local garage for assistance, but **you** will have to pay for any work carried out).
8. Any costs incurred without **our** prior consent. All requests for service must be made directly to **us**.
9. Costs where specialist equipment (in **our** view, equipment not usually carried by **our** patrols or contractors) is needed to move a vehicle which has left the highway, is overturned or from which wheels have been removed. **We** will arrange removal, however, **you** will have to pay the costs involved direct to the contractor. Once **your vehicle** has been recovered to a suitable location, service will be provided according to **your** entitlement under this policy.
10. Any costs incurred as a result of **you** failing to carry a serviceable spare tyre and wheel appropriate to **your vehicle**, caravan or trailer.
Note: motorised vehicles that are manufactured without the provision of a spare wheel will be considered on their individual merits.
11. Assistance in changing a wheel is only covered within **your** breakdown entitlement if **you** are carrying a serviceable spare as specified above.
12. The cost of a locksmith, body glass or tyre specialist. **We** will try to arrange these services if needed but **you** will have to pay for them.
13. Vehicle storage charges.
14. The costs of ferry crossings or toll charges, unless otherwise specified.
15. Any costs which are not directly covered by the terms and conditions of this cover.

Section 11 - Acceptable payment methods for Rescue from Aviva

Single payment

- **By credit or debit card**

Payment is taken immediately by credit* or debit card at point of sale.

Automatic payment methods

- **Annual direct debit**

At new business, the total premium for the year is required. **We** can then take **your** bank/building society details and set up an annual direct debit. At renewal, **we** will send **you** prior notification and **your** annual premium will be taken automatically each year on the renewal of **your** cover.

- **Four Direct Debits**

At new business, a deposit equal to one quarter of the total premium is required, payable by debit or credit* card. This is followed by three consecutive and equal monthly direct debits from **your** bank account, beginning the month after the deposit is paid. Each one is equal to one quarter of the total premium. At renewal, four consecutive and equal monthly payments will be taken from **your** bank account, each one equal to one quarter of the total premium. **You** can stipulate a preferred collection date between the 1st and 28th of the month.

- **12 Monthly Premiums**

At new business, if **you** have chosen to pay monthly premiums, **you** must pay the first two monthly premiums by debit or credit* card by the date the insurance starts or the policy will not be valid. This is followed by ten consecutive and equal monthly premiums by direct debit from **your** bank account, beginning the month after the deposit is paid. At renewal, 12 consecutive and equal monthly premiums will be taken from **your** bank account. **You** can stipulate a preferred collection date between the 1st and the 28th of the month. An 8% administration charge is added for this payment method.

Payment will continue to be taken in the same way each year upon renewal, with prior notification, until **you** advise otherwise.

Should **we** be unable to collect a direct debit, the full outstanding amount becomes payable immediately.

**A charge may apply to payments made by credit card.*

Section 12 - Complaints Procedure

Our promise of service

Our goal is to give excellent service to all **our** customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect, **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

What will happen if you complain?

- **We** will acknowledge **your** complaint within two working days.
- **We** aim to resolve complaints, following assessment and investigation, as quickly as possible.

Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

What to do should you be dissatisfied

If **you** have a question or complaint about this insurance, **you** can write to **us** at Customer Relations, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs G64 2QR, or telephone **us** on **0844 891 1106**.

If **you** remain unhappy with the decision **you** receive, **you** may write to the Chief Executive **UK** Insurance, Aviva, 8 Surrey Street, Norwich, NR1 3NS.

If **you** are dissatisfied with **our** final decision (from the Chief Executive Officer), **you** can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of both **our** Chief Executive and the FOS will be provided when **we** write in response to **your** complaint.

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



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