

Please read and keep it safe

# Car Insurance Policy

Third Party Fire & Theft

Your accident  
card is  
inside

## **Important**

Please report all accidents to us immediately on 0844 891 1111 so we can tell you what to do next and help resolve any claim which may be covered under this policy.





# Welcome

Now that **you've** chosen **us** for **your car** insurance, **you** can be sure that **we'll** be there for **you** whenever **you** need **us**: 24 hours a day, 365 days a year.

## We will help you if you:

- are involved in an accident;
  - please report all accidents to **us** immediately so **we** can tell **you** what to do next and help resolve any claim which may be covered under this policy.
  - immediate claim reporting also allows **us** to manage our costs which helps keep premiums down.
  - if **you** receive any contact from another party in relation to your claim please re-direct this to **us** and **we** will handle it on your behalf.
- want to make a claim;
- have chosen Legal Services optional cover and need legal help.

## How to get help:

Call us on

**0844 891 1111**

For our joint protection 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.

It's our problem now

## If your car has been damaged due to fire or theft

**You** don't need to worry about estimates as **we** have our own **approved repairer** network and will instruct them within an hour of **you** telling **us** that **your car** needs repairing. **We** will also authorise repairs and settle payments direct with the repairer. **You** will also benefit from our Repair Guarantee.

## If you are making a claim

An Incident Manager will record details of the incident and will start sorting out your problem immediately. There are no forms to fill in.

The Incident Manager will confirm:

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

# Accident Card

## Your Accident Card

Please report all accidents to us immediately so we can tell you what to do next and help resolve any claim which may be covered under this policy.

**0844 891 1111**

(Lines open 24 hours a day, 7 days a week)

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.



## Accident card

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

## Third Party Accident Card

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

Please call us to discuss your accident.

**0844 891 1111**

(Lines open 24 hours a day, 7 days a week)

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.



## Our promise

- ❑ To give **you** quality cover at a competitive price.
- ❑ To make sure that our people are professional, pleasant and helpful.
- ❑ To deal with your claim or any enquiry speedily and efficiently.
- ❑ To send **you** simple, easy-to-understand information.
- ❑ Not to pressure **you** to buy any of our services **you** do not want.

## What does your car insurance include?

**You** and any named drivers are only insured to drive cars clearly identified on either your **certificate of motor insurance** or your insurance **schedule**, which should be kept with your certificate.

If **you** want to add an additional temporary car or an additional driver to your policy **you** can contact **us** and **we** can arrange for the vehicle or driver to be added to your policy, subject to normal restrictions. **We** will then send **you** an amended **schedule** showing the additional car or driver detail.

If **you** need to be added to a family or friend's car in order to be able to drive it they can contact their insurer who will be able to arrange this for them, subject to the normal restrictions.

**Please check your schedule which gives you details of the cover you have chosen. If you have any questions or would like to make any changes or additions to your cover, please visit [aviva.co.uk/mypolicy](http://aviva.co.uk/mypolicy) or call us on 0844 891 1101.**

Monday to Friday 8am–8pm,  
Saturday 9am–5pm, Sunday 10am–4pm,  
including bank holidays.

### Customers with Disabilities

This policy is also available in large print, audio and Braille. If **you** require any of these formats please contact **0844 891 1101**.

For our joint protection 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.

# Your Aviva Policy

Welcome. . . . .	3	Legal services and advice. . . . .	20
Contract . . . . .	7	General Exclusions . . . . .	26
Definitions . . . . .	9	General Conditions . . . . .	28
Loss or damage to your car. . . . .	11	Our Promise of Service . . . . .	32
Your liability . . . . .	13		
Emergency treatment . . . . .	16		
No Claim Discount . . . . .	17		
Continental use compulsory insurance . . . . .	19		

# Your Aviva Policy

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

## The contract of insurance

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

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

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

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

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

## Choice of law

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

- you** and **we** 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.

## Your cancellation rights

**You** have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive your policy or renewal documentation, whichever is the later.

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

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period **you** have received cover. There will also be an additional charge of up to £38.00 (subject to Insurance Premium Tax, where applicable) to cover the administrative cost of providing the policy.

**You** can only cancel your policy via our Contact Centre. To exercise your right to cancel, please contact Aviva on 0844 891 1101.

If **you** do not exercise your right to cancel your policy, it will continue in force and **you** will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of this policy booklet.

**You** must also return your **certificate of motor insurance** immediately following cancellation.

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

## Administration charge

**We** reserve the right to apply an administration charge of up to £18 (subject to Insurance Premium Tax where applicable) for any adjustments **you** make to your policy.

There will be no charge applied to changes made on [aviva.co.uk/mypolicy](http://aviva.co.uk/mypolicy).

## Additional Covers - Refund of Premiums

If **you** have purchased additional cover options with this policy, a refund will not be available on those additional covers unless your insurance has not commenced, or **you** remove these or cancel within the 14 day statutory cancellation period.

## Changes we need to know about

Please tell **us** immediately **you** become aware of

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

# Definitions

Wherever the following words or phrases appear, they will have the meaning described below.

## Accessories

Parts of **your car** which are not directly related to how it works as a car. This includes audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems providing they are permanently fitted to **your car** and have no independent power source.

## Approved Repairer

A facility approved by **us** for the repair, damage assessment and/or storage of **your car**.

## Certificate of Motor Insurance

The current document that proves **you** have the motor insurance required by the **Road Traffic Acts** to use **your car** on a road or other public place. It shows who can drive **your car** and what **you** can use it for.

The certificate of motor insurance does not show the cover **you** have.

## Clause

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

## Excess

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

## Fire

Fire, self-ignition, lightning and explosion.

## Green Card

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

## Ignition Keys

Any key, device or code used by **you** to secure, gain access to, and enable **your car** to be started and driven.

## Market Value

The cost of replacing **your car** with one of the same make, model, specification and condition.

## Period of Insurance

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

## Repair Quality

Bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians) on repairs to **your car** by our **approved repairer**.

## Road Traffic Acts

Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## Schedule

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

### **Territorial Limits**

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

### **Theft**

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

### **We/Us**

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

### **You/Insured/Policyholder**

The policyholder named in your **schedule**.

### **Your Car**

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

### **Your Partner**

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

# Section 1

## Loss or damage to your car

If **your car** is lost, stolen or damaged as a result of **fire** or **theft**, **we** will:

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

**We** may decide to use suitable parts or **accessories** not supplied by the original manufacturer.

The same cover also applies to:

- accessories**;
- spare parts and components for **your car** while these are in or on **your car** or while in your private garage. Cover for **accessories** is limited to £100.

The most **we** will pay will be the **market value** of **your car** at the time of the loss.

If **we** know that **you** are still paying for **your car** under a hire purchase or leasing agreement **we** will pay any claim to the owner described in that agreement. Our liability under this section will then end for that claim.

**We** will not pay the cost of providing a courtesy car or hire car.

## Vehicle Recovery

Within the **territorial limits** **we** can arrange for the protection and removal of **your car**. In the event of a claim please ring our Claims helpline and **we** will arrange for the following:

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

In providing vehicle recovery assistance **we** will use our reasonable care and skill when providing the service. **We** can, however, cancel services or refuse to provide them if, in our opinion, the demands made are excessive, unreasonable or impractical.

### Important

Please report all accidents to us immediately on 0844 891 1111 so we can tell you what to do next and help resolve any claim which is covered under this policy.

## Repair Guarantee

We will provide a lifetime guarantee on **repair quality** carried out on **your car** by our **approved repairer** for as long as **your car** is continuously insured with **us** and maintained in a roadworthy condition.

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

All Parts fitted to **your car** by our **approved repairer** will be covered for the duration of the guarantee provided by the part manufacturer/supplier.

## Exclusion to Repair Guarantee

We will not pay for:

Damage under the Repair Guarantee arising from deterioration, and wear and tear or parts and component failures.

## Excesses

If **your car** is lost, stolen or damaged **you** are responsible for paying the **excess** shown in your **schedule**, no matter how the loss or damage happened.

If following a claim **your car** needs to be repaired and **you** decide not to use our **approved repairer** then an additional **excess** will apply, this can be found on your policy **schedule**. This **excess** will apply in addition to any other excesses under the policy.

## Exclusions to section 1 of your policy

We will not pay for:

- (1) Loss of use, wear and tear, or depreciation.
- (2) Mechanical, electrical or electronic failure, breakdown or breakage.
- (3) Computer and equipment failure or malfunction.
- (4) Loss or damage arising from **theft** whilst the **ignition keys** of **your car** have been left in or on **your car**.
- (5) Damage to tyres by braking or by punctures, cuts or bursts.
- (6) Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- (7) Loss of value following repair.
- (8) Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

### Important

Please report all accidents to us immediately on 0844 891 1111 so we can tell you what to do next and help resolve any claim which is covered under this policy.

# Section 2

## Your liability

**We** will insure **you** for all amounts which **you** may have to pay as a result of **you** being legally liable for:

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

- Your car.**
- Any trailer while it is being towed by **your car.**

## Liability of Other Persons Driving or Using Your Car

On the same basis that **we** insure **you** under this section, **we** will also insure the following persons:

- Any person **you** give permission to drive **your car** provided that your **certificate of motor insurance** allows that person to drive **your car.**
- Any person **you** give permission to use (but not drive) **your car**, but only whilst using it for social, domestic and pleasure purposes.

- Any passenger travelling in or getting into or out of **your car.**
- The owner of **your car** providing that the owner cannot claim under any other policy.

## Legal Personal Representatives

In the event of the death of anyone who is insured under this section **we** will protect his or her legal personal representatives against any liability that the deceased person had, which is covered by this section.

## Legal Costs

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

- at a Coroner's inquest;
- fatal accident enquiry;
- in any proceedings brought under the **Road Traffic Acts** or equivalent European Union legislation.

**We** will not pay representation for:

- a plea of mitigation (unless the offence **you** are charged with carries a custodial sentence);
- appeals.

### Important

Please report all accidents to us immediately on 0844 891 1111 so we can tell you what to do next and help resolve any claim which is covered under this policy.

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

**We** will pay:

- your legal fees and expenses incurred with our written consent for defending proceedings including appeals;
- costs of prosecution awarded against **you** arising from any health and safety inquiry or criminal proceedings for any breach of the:
  - (1) Health and Safety at Work etc Act 1974;
  - (2) Health and Safety at Work (Northern Ireland) Order 1978;
  - (3) Corporate Manslaughter and Corporate Homicide Act 2007.

**We** will not provide indemnity:

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within the **territorial limits** and in connection with the business;
- (2) unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the **Road Traffic Acts**;
- (3) in respect of proceedings which result from any deliberate act or omission by **you**;
- (4) where indemnity is provided by another insurance policy.

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

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

### Exclusions to Section 2 of your policy

**We** will not pay for:

- (1) Any claim if any person insured under this section does not keep to the terms, exclusions and conditions of this policy. The cover will also not apply if the insured person can claim under another policy.
- (2) Death of, or injury to any employee of the insured person which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the **Road Traffic Acts**.
- (3) Loss of or damage to property that:
  - belongs to or is in the care of any person insured who claims under this section, or
  - is being carried in **your car**
- (4) Damage to any vehicle covered by this section.
- (5) Loss, damage, injury or death while any vehicle is being used on:
  - that part of the aerodrome or airport which is used for aircraft taking off or landing;

#### Important

Please report all accidents to us immediately on 0844 891 1111 so we can tell you what to do next and help resolve any claim which is covered under this policy.

- aircraft parking areas including service roads;
- ground equipment parking areas; or
- any parts of passenger terminals within the Customs examination area;

Unless **we** must provide cover under the **Road Traffic Acts**.

(6) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** must provide cover under the **Road Traffic Acts**:

(a) Terrorism

Terrorism is defined as any act or acts including, but not limited to:

- the use or threat of force and/or violence and/or
- harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes

(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of 6 (a) and (b), where **we** must provide cover under the **Road Traffic Acts** to provide insurance the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **you** or any other person, for which cover is provided under this section, will be:

- (i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
- (ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the **Road Traffic Acts**.

(7) Loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered under the **Road Traffic Acts**.

For the purposes of this Exclusion pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.

**Important**

Please report all accidents to us immediately on 0844 891 1111 so we can tell you what to do next and help resolve any claim which is covered under this policy.

## Section 3

### Emergency treatment

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

## Section 4

### No Claim Discount

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

Where **you** have made a claim, **we** may reduce your no claim discount in line with the scale that **we** apply at that time.

If your renewal is due and investigations into a claim are still on-going, **we** may reduce your no claim discount. Once our investigations are complete and **we** have confirmed that the accident was solely the fault of another driver, **we** will restore your no claim discount and refund any extra premium **you** have paid.

**We** do not grant no claim discount for policies running for less than 12 months. If **we** allow **you** to transfer this policy to another person, any no claim discount **you** have already earned will not apply to the person to whom the policy is being transferred.

**Protected No Claim Discount (Optional cover)**

This section only applies if protected no claim discount is shown on your **schedule**. Protection will start from the date shown in your **schedule**.

What cover have I got?	What is my situation?	What will happen to my no claim discount?
<input type="checkbox"/> Protected No Claim Discount - 4 years or more*	<input type="checkbox"/> I have made 1 claim during any 3 year period <input type="checkbox"/> I have made 2 claims during any 3 year period <input type="checkbox"/> I have made 3 claims during any 3 year period <input type="checkbox"/> I have made more than 3 claims during any 3 year period	<input type="checkbox"/> Your no claim discount will remain at the maximum level <input type="checkbox"/> Your no claim discount will remain at the maximum level but protection against further claims during the period will be lost. <input type="checkbox"/> Your no claim discount will be reduced by 2 years on our no claim discount scale and protection will be lost. <input type="checkbox"/> <b>You</b> will lose all your no claim discount along with the protection

\***We** will take into account any claim(s) with any previous insurer during a 2 year period prior to taking out this policy, (a claim for this purpose is any which would have resulted in loss of your no claim discount were it not protected)

**Note**

**We** will not reduce your no claim discount where the only payments made are for emergency medical treatment under the **Road Traffic Acts** as provided under section 3 - Emergency treatment.

Third Parties may claim directly against **us** as insurer in the event of an accident, involving **your car**, as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** will deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.

**You** are reminded of your responsibilities following any accident, loss or damage as detailed in General Conditions: Claims procedure at end of your policy booklet.

# Section 5

## Continental use - compulsory insurance requirements

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- Any country which is a member of the European Union.
- Any country which the Commission of the European Communities is satisfied has made arrangements of Article 7(2) of EC Directive 72/166/EEC relating to civil liabilities arising from the use of a motor vehicle.

Countries include:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden, and Switzerland (including Liechtenstein).

Note - The level of cover provided is the minimum level of cover required by law, it is not the same level of cover **you** receive when driving within the **territorial limits** under this policy.

There is no cover provided for any other countries.

## If you take your car abroad

All countries covered under this section have agreed that a **green card** is not necessary for travel outside the **territorial limits**. Your **certificate of motor insurance** provides sufficient evidence that **you** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that **you** visit.

# Section 6

## Legal services and advice (optional cover)

The cover and services explained in this section only apply if they are shown in your **schedule**.

### Definitions

The general definitions at the beginning of this policy booklet apply where appropriate.

The following definitions only apply to this section of the policy.

### Appointed representative

The lawyer or other suitably qualified person appointed by **us** to act on behalf of an **insured person**.

### Costs and expenses

- (a) All reasonable and necessary legal costs charged by the **appointed representative** and agreed by **us**.
- (b) Legal costs which an **insured person** has been ordered to pay by a court or other body which **we** have agreed to or authorised.

### Insured person

- (a) **You**;
- (b) any person entitled to drive, as described under 'Permitted Drivers' in the **certificate of motor insurance**; or
- (c) any passenger carried in **your car**.

### Prospects of success

In respect of all claims it is always more likely than not that an **insured person** will

- (a) recover damages or obtain any other legal remedy which **we** have agreed to
- (b) make a successful defence
- (c) make a successful appeal or defence of an appeal.

**Prospects of success** will be assessed by **us** or an **appointed representative** on our behalf.

### Uninsured losses

These are losses **you** have incurred as a result of an accident which was not your fault and which are not covered by your motor insurance policy.

## Cover

**We** will insure **you** for any costs and expenses incurred in respect of the following incidents.

- (a) Recovery of an **insured person's uninsured losses** as a result of an accident involving **your car** which causes:
    - damage to **your car** or to any personal belongings in or on **your car**
    - death or bodily injury to an **insured person** whilst travelling in, or getting into or out of **your car**
  - (b) Defence of an **insured person's** legal rights if they have committed any offence under road traffic laws whilst they are using **your car**, and which is not covered under section 2 – liability to third parties.
  - (c) Representation of an **insured person** on a guilty plea in respect of any offence committed under road traffic laws, if a conviction would result in an **insured person** being disqualified or suspended from driving.
- provided that
- (i) the incident occurs within the **territorial limits** and during the **period of insurance**.
  - (ii) any legal proceedings will be dealt with by a court or other body that **we** have agreed to, within the **territorial limits**.
  - (iii) **prospects of success** exist for the duration of the claim.
  - (iv) in respect of any appeal or defence of an appeal, it has been reported to **us** at least 10 working days prior to the deadline for any appeal.
  - (v) the maximum amount **we** will pay for costs and expenses for any one **insured person** in respect of any or all claims arising out of the same cause is £50,000 in respect of incident a and £10,000 in respect of incidents b and c.

## Exclusions to section 6 of your policy

The cover under this section will not apply in the following circumstances.

- (a) If an **insured person** does not keep to the terms, exclusions and conditions of this policy.
- (b) if an **insured person** can claim under another policy
- (c) If any costs and expenses are incurred prior to our written acceptance of a claim.
- (d) Any legal action an **insured person** takes which **we** have not agreed to or where the **insured person** does anything to hinder **us** or the **appointed representative**.
- (e) Any fines, penalties compensation or damages which the **insured person** is ordered to pay by a court or other authority.
- (f) Any claim deliberately or intentionally caused by an **insured person**.
- (g) Prosecutions relating to an **insured person's** alleged dishonesty or violent conduct.
- (h) Prosecutions resulting from drink or drug related offences or parking offences.
- (i) A dispute with **us** in respect of the policy terms and conditions other than as catered for in conditions 6 and 7 of this section.
- (j) An application for judicial review.
- (k) Any claim relating to any non-contracting party's rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.

Also refer to the general exclusions shown at the back of this policy booklet.

## Conditions to section 6 of your policy

The following conditions apply to this section.

Also refer to the general conditions shown at the back of this policy booklet.

### (1) Claims – your duty

**You** must report an incident to **us** as soon as possible and in any event no later than 180 days after the date the **insured person** knew or should have known about the incident.

### (2) Claims – legal representation

- (a) On receipt of a claim, if appropriate, **we** will appoint an **appointed representative**.
- (b) If it is necessary to start court proceedings or there is a conflict of interest, an **insured person** is free to nominate an alternative **appointed representative** by sending to **us** the name and address of a suitably qualified person.
- (c) If **we** do not agree to the **insured person's** choice of **appointed representative**, an **insured person** may choose another suitably qualified person.

(d) If there is still a disagreement with regard to the **appointed representative**, **we** will ask the president of the relevant national law society to choose a suitably qualified person to represent an **insured person**. **We** and the **insured person** must accept such choice.

(e) In all other circumstances **we** will be free to choose an **appointed representative**.

(f) An **appointed representative** will be appointed by **us** and represent an **insured person** according to our standard terms of appointment.

### (3) Claims – our rights and your obligations

- (a) **We** will have direct access to the **appointed representative** who can provide **us** with any information or opinion on your claim.
- (b) An **insured person** must co-operate fully with **us** and the **appointed representative** and must keep **us** up-to-date with the progress of the claim.
- (c) At our request an **insured person** must give the **appointed representative** any instructions that **we** require.
- (d) An **insured person** must notify **us** immediately if anyone offers to settle a claim or makes a payment into court.

- (e) If an **insured person** does not accept the recommendation of the **appointed representative** to accept a reasonable offer or payment into court to settle a claim, **we** may refuse to pay further costs and expenses.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.

#### (4) Discontinuance of a claim

If an **insured person**;

- (a) settles a claim or withdraws a claim without our prior agreement;
- (b) does not give suitable instructions to the **appointed representative**;
- (c) dismisses an **appointed representative** without our prior consent; our consent not to be withheld without good reason

the cover **we** provide will end immediately and **we** will be entitled to reclaim any costs and expenses **we** have incurred.

#### (5) Recoveries

An **insured person** must take every available step to recover costs and expenses that **we** have to pay and must pay **us** any costs and expenses that are recovered.

#### (6) Disputes

If any difference arises between **us** and an **insured person** in respect of the acceptance, refusal, control or handling of any claim under this section, **you** can take the following steps outlined in our complaints procedure stated under our promise of service.

#### (7) Arbitration

**You** have the right to refer any difference that arises between **us** and an **insured person** in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by **us** and an **insured person**.

If there is a disagreement with regard to the choice of counsel, **we** will ask the president of the relevant national law society to choose a suitably qualified person.

The decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

Motor legal advice

**We** will give **you** confidential advice over the telephone on any personal legal matter in relation to the use of **your car**.

**We** will tell **you** what your legal rights are, what course of action is available to **you** and whether these can be best implemented by **you** or whether **you** need to consult with a lawyer.

There are no consultation fees and lines are open 24 hours a day, 365 days a year.

For confidential legal advice

Call us on

**0845 300 2970**

Please have your policy number to hand as this will be requested when **you** call.

Please note that this number is for legal advice only and not the number to report a claim.

If **you** want to report an incident or make a claim under your policy

Call us on

**0844 891 1111**

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.

# General Exclusions

**General exclusions apply to the whole of your Aviva policy.**

**We** will not pay for:

- (1) Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
  - (a) Used otherwise than for the purposes described under the "Description of use" section of your **certificate of motor insurance**; or
  - (b) Driven by, or is in the charge of any person for the purposes of being driven who;
    - is not described under the section of your **certificate of motor insurance** headed "Permitted drivers"; or
    - does not have a valid and current licence to drive **your car**; or
    - is not complying with the terms and conditions of the licence; or
    - does not have the appropriate licence for the type of vehicle.

**We** will not withdraw this cover,

- (i) while **your car** is in the custody or control of;
  - a member of the motor trade for the purposes of maintenance or repair, or
  - an employee of a hotel or restaurant or car parking service.
- (ii) if the injury, loss or damage was caused as a result of the **theft** of **your car**.
- (iii) by reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
- (2) Any liability **you** have agreed to take on except to the extent **you** would have had that liability if that agreement did not exist.
- (3) (a) Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss; or
- (b) Any legal liability,  
that is directly or indirectly caused by, contributed to by or arising from:
  - (i) Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(4) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

- (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except to the extent that it is necessary to meet the requirements of the **Road Traffic Acts**.

(5) Any accident, injury, loss or damage if **your car** is registered outside the **territorial limits**.

# General Conditions

## General conditions apply to the whole of your Aviva policy.

### Claims procedure

- (1) **You** must report any accident, injury, loss or damage to **us** as soon as possible so we can tell you what to do next and help resolve any claim which may be covered under this policy.

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

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

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

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

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

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

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

### Cancelling this policy

- (4) Following the expiry of your statutory cooling off period **you** continue to have the right to cancel your policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** received cover and there will also be an additional charge of up to £38.00 (subject to Insurance Premium Tax, where applicable) to cover the administrative cost of providing the policy.

**You** can only cancel your policy via our Contact Centre. To exercise your right to cancel, please contact Aviva on 0844 891 1101.

**You** must also return your **certificate of motor insurance** immediately following cancellation.

**We** (or any agent we appoint and who acts with our specific authority) may cancel this policy by sending 7 days notice to your last known address. **You** will be entitled to a refund of premium paid, subject to a deduction for the time for which **you** have been covered.

If **you** have chosen to pay your premium using our monthly credit facility and **you** do not make regular monthly payments as per the terms of your credit agreement, **we** reserve the right to cancel your insurance in accordance with the terms of your credit agreement and the terms of your policy. If **we** cancel your policy for this reason, **we** will also make a cancellation charge of up to £38.00 (subject to Insurance Premium Tax, where applicable).

## Other insurance

- (5) If at the time of any claim arising under this policy there is any other insurance 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 which **we** would otherwise be entitled to exclude under Exception 1 of Section 2.

## Your duty to prevent loss or damage

- (6) **You** shall at all times take all reasonable steps to safeguard **your car** from loss or damage.

**You** shall maintain **your car** in a roadworthy condition.

**You** will allow **us** to have free access to examine **your car** at all times.

## Arbitration

- (7) Where **we** have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens, a decision must be made before **you** can take any legal action against **us**.

## Your duty to comply with policy conditions

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

## Fraud

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

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

- (10) If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed, **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

## Direct right of access

- (11) Third parties may contact **us** directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy.

## Monthly payment

- (12) If **you** have chosen to pay your premium using our monthly credit facility **you** must make the regular monthly payments as per the terms of your credit agreement. If **you** fail to do this **we** reserve the right to cancel

your insurance in accordance with the terms of your credit agreement and the terms of your policy. If **we** cancel your insurance for this reason, **we** will also make a cancellation charge of up to £38.00 (subject to Insurance Premium Tax, where applicable).

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

## Mileage

- (13) **We** reserve the right to establish the mileage on **your car** at any time where your policy has been rated on a selected annual mileage basis. Where the annual mileage has been exceeded your premium will be increased to that which applies to the mileage driven. If **we** become aware that the annual mileage has been exceeded at the time of a claim the additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the **period of insurance**.

## Car sharing and insurance

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

- Vehicle is not constructed or adapted to carry more than eight passengers (excluding the driver).
- Passengers are not being carried in the course of a business of carrying passengers.
- Total contributions received for the journey concerned do not involve an element of profit.

**Important:** If **your 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.

# Our Promise of Service

Our goal is to give excellent service to all our customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all of our customers' problems promptly. To ensure 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, 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 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 1101.

If **you** have a complaint about a claim **you** have made please contact **us** on 0844 891 1111.

If **you** remain unhappy with the decision **you** receive, **you** may write to the Chief Executive UK Insurance, Aviva, PO Box 6, Surrey Street, Norwich NR1 3NS. If **you** are dissatisfied with our final decision (from the Chief Executive Officer), **you** can refer the matter to the Financial Ombudsman Service (FOS). Full contact details of both our Chief Executive and the FOS will be provided when **we** write in response to your complaint.

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

## Financial Services Compensation Scheme

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

## Telephone taping

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

## Customer comments

If **you** have any comments or suggestions about our cover, services or any other feedback please write to:

The Head of Customer Relations  
Aviva  
PO Box 15  
Surrey Street  
Norwich NR1 3LN.

Or **you** may send your comments to our feedback form at

[www.aviva.co.uk](http://www.aviva.co.uk)

**We** always welcome feedback so **we** can improve our products and services.





**We can provide many other  
products and services.**

**[www.aviva.co.uk](http://www.aviva.co.uk)**

**Been involved in an accident?**

- Please report all accidents to us immediately on 0844 891 1111 so we can tell you what to do next and help resolve any claim which may be covered under this policy.
  
- If you receive any contact from another party in relation to your claim, please re-direct this to us and we will handle it on your behalf



Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH.  
Authorised and regulated by the Financial Services Authority.

Aviva – the team behind  UNITED KINGDOM ATHLETICS