



**AVIVA**

## Your car is protected with Dayinsure Learner Short Term Insurance from Aviva (UK only)

Thank **You** for choosing **Us** to fulfill your short period car insurance requirements. **You** can be sure that we'll be there if **You** need **Us**.

**We** pride ourselves on our claims service.

### How to get help

Should **You** need to make a claim under this policy, please contact **Us** using the appropriate telephone number shown below:

**08000 156 166**

In all cases, please quote your policy number.

The claims helpline from Aviva will help **You**:

- are involved in an accident (it is important that **You** report any accident immediately, even if **You** are not making a claim under your policy);
- want to make a claim;

### *If You are making a claim,*

The claims helpline will record details of the incident and will ensure **We** start sorting out your problem immediately. There are no forms to fill in.

### Our promise

- To give **You** immediate short period cover at a competitive price.
- To deal with your claim or enquiry speedily and efficiently.
- To send **You** simple, easy-to-understand information.

## Guide to your Dayinsure Learner Short Term Insurance Policy

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This policy document 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.

### The contract of insurance

This policy is a contract of insurance between **You** and **Us**. The following elements form the contract of insurance between **You** and **Us**; please read them and keep them safe:

- Policy document
- Information contained in your application and/or information provided by **You**
- **Schedule**
- Any clauses shown in your **Schedule**
- **Certificate of Motor Insurance**

In return for **You** paying your premium, **We** will provide the cover shown in your **Schedule** for any accident, injury, loss or damage that happens within the **Territorial Limits** during the **Period of Insurance**.

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

### Choice of law

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

- **You** and the insurer agree otherwise; or
- at the date of the contract, **You** are a resident of Scotland, Northern Ireland or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Your cancellation rights

**You** have a statutory right to cancel your policy within 14 days from the day of purchase of the contract or from the date **You** receive the policy documents.

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 cover has been provided. This will be calculated in proportion to the period for which **You** have been covered.

To exercise your right to cancel your policy, please contact **Us** by emailing [support@dayinsure.com](mailto:support@dayinsure.com) or by phoning 0845 450 6615

If **You** do not exercise your right to cancel your policy, it will remain 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 document.

**You** must return/surrender your valid **Certificate of Motor Insurance** immediately following cancellation.

## Definitions

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

### **You**

The policyholder named in the schedule.

### **We, Us**

Aviva Insurance Limited.

### **Your Car**

The vehicle described in the Schedule.

### **Schedule**

The document which gives details of the cover you have.

### **Certificate of Motor Insurance**

The document that proves you have the motor insurance you need by law.

The certificate shows who can drive your car and what it can be used for.

The certificate does not show the cover you have.

### **The Period of Insurance**

The period of time covered by this policy, as shown in the schedule.

### **Market Value**

The cost of replacing your car with one of a similar type and condition.

### **Excess**

The amount you will have to pay towards any claim.

### **Territorial Limits**

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

### **Accessories**

Parts of your car which are not directly related to how it works as a vehicle. This includes in-car entertainment, such as radios, and communication equipment which form part of your car, as well as portable phones while they are connected to a power source in your car.

### **Road Traffic Acts**

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

## Policy Cover

### Section 1

#### Loss of or damage to Your Car

If **Your Car** is lost, stolen or damaged, **We** may:

- pay for **Your Car** to be repaired;
- replace **Your Car**; or
- pay **You** a cash amount equal to the loss or damage.

When **We** settle claims, **We** may take off an amount for wear, tear and loss of value. The same cover also applies to **Accessories** and spare parts while they are in or on **Your Car**. **We** will also pay for loss of, or damage to, **Your Car's** audio equipment or satellite navigation system (up to £500, unless it was fitted by the manufacturer). The equipment will also be covered while it is away from **Your Car** if it:

- has been designed to be totally or partially removed;
- cannot work without being attached to **Your Car**; and
- has been temporarily removed for security reasons.

The most **We** will pay will be the market value of **Your Car** at the time of the loss or £50,000, whichever is the lesser amount.

Any payment under this policy in respect of loss or damage to **Your Car** will be made to the legal owner.

If **You** cannot drive **Your Car** as a result of damage insured under this policy, **We** will pay the reasonable costs of protecting **Your Car** and removing it to the nearest Aviva approved repairers, and delivering **Your Car** back to your address in the British Isles after the repairs have been carried out.

If **We** know that **You** are 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 policy will then end.

#### New car replacement

**We** will replace **Your Car** with a new car of the same make and specification (if one is available in the UK) if **You** bought **Your Car** from new and within 12 months of first registration:

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

Where **You** are buying **Your Car** under a hire-purchase agreement **We** will only replace it if the hire-purchase company agrees.

**We** will not replace **Your Car** if it is subject to a leasing agreement, contract-hire agreement, or any other type of agreement.

#### Excesses

If **Your Car** is lost, stolen or damaged, **You** are responsible for paying the **Excess** shown on your **Schedule** no matter how the loss or damage happened.

### Your policy does not cover the following

- (a) Loss or damage arising from theft while the ignition keys of **Your Car** have been left in or on **Your Car**.
- (b) Loss of use, reduction in value, wear and tear, or mechanical, electrical or computer breakdowns, failures or breakages.
- (c) Damage to tyres by braking or by punctures, cuts or bursts.
- (d) Loss or damage directly caused by pressure waves caused by aircraft or other flying devices travelling at, or above, the speed of sound.
- (e) Loss of value following repair.
- (f) Confiscation or requisition or destruction by or under order of any government or public or local authority.
- (g) Loss or damage caused between 22.00 hours and 06.00 hours.
- (h) Loss or damage caused whilst the driver of the vehicle is not accompanied by a driver aged 25 to 75 who holds a full UK driving licence and has done so for at least 3 years.
- (i) Loss or damage if the vehicle is not insured annually on a separate motor insurance policy.
- (j) Loss or damage if the driver of the vehicle has passed their Driving Test to obtain a Full Driving Licence.
- (k) Loss or damage caused by inappropriate type or grade of fuel being used.

## Section 2

### Liability to third parties

#### 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) a person's death or injury
- (b) damage to their property up to a maximum amount of £5,000,000 for any one claim or number of claims arising out of one cause as a result of an accident caused by:
  - **Your Car**;
  - any trailer being towed by **Your Car**.

**We** will also pay any expenses **You** have our permission in writing to claim.

#### Legal personal representatives

If anyone who is insured under this section dies, **We** will protect his or her legal personal representatives against any liability that the person had, which is covered under this section.

#### Legal costs

**We** will pay the following legal costs if they relate to an incident which is covered under this section:

The fees of solicitors **We** ask to represent anyone **We** insure under this section at a coroner's inquest or fatal accident inquiry, or to defend any proceedings in a court of summary jurisdiction.

The fees for legal representatives **We** ask to defend anyone **We** insure under this section when proceedings are taken for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death.

### Liability of other people driving or using a car for which cover is provided under this section

On the same basis that **We** insure **You** under this section, **We** will also insure:

- any person using (but not driving) **Your Car** with your permission for social, domestic and pleasure purposes;
- any passenger travelling in or getting into or out of **Your Car**.

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

- (a) If any person insured under this section does not keep to the terms, exceptions and conditions of this policy. The cover will also not apply if the insured person can claim under another policy.
- (b) If the death of, or injury to, any employee of the insured person arises out of, or in the course of, that employee's duties, unless we must provide cover under the **Road Traffic Acts**.
- (c) For anyone **We** insure who claims under this section, if the claim relates to loss or damage to property that belongs to them or is in their care.
- (d) If the damage being claimed for has happened to any car covered by this section.
- (e) While any vehicle is being used on:
  - part of an aerodrome or airport used for aircraft taking off and landing;
  - aircraft parking areas including service roads;
  - ground equipment parking areas; or
  - any parts of passenger terminals within the Customs examination area;

unless we are liable under the **Road Traffic Acts**.

- (f) Except to the extent that we are obliged by the **Road Traffic Acts** to provide insurance, to
  - (i) any direct or indirect consequence of an act or acts of terrorism, whether or not such consequence has been contributed to by any other cause. Terrorism includes but is not limited to
    - a) the use or threat of force and/or violence and/or
    - b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear, chemical, biological and/or radiological meanswhen any such act is committed 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 committed in whole or part for such purposes.
  - (ii) any action taken in controlling, preventing, suppressing or in any other way relating to (i) above.
- (g) All loss, damage, death or bodily injury caused directly or indirectly by pollution or contamination, unless it is caused by a sudden, identifiable, unintended and unexpected incident which happens in total at a specific time and place during the period of insurance, unless liability cover is a requirement of the **Road Traffic Acts**. For the purposes of this exception, pollution or contamination means all pollution or contamination of buildings or other structures, or of water, land or the atmosphere.

In respect of exception (f) where **We** are obliged by 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 and 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**.

## Section 3

### Emergency treatment

We will refund payments any person using **Your Car** has made under the **Road Traffic Acts** for emergency treatment.

## Section 4

### European Union compulsory insurance

This policy will provide cover for **Your Car** in any country which:

- (a) is a member of the European Union; and
- (b) has, according to the European Commission, made arrangements to meet Article 8 of EC Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 2009/103/EEC).

The level of cover **We** provide will be the minimum needed to keep to the laws on compulsory insurance in the country where the event happened; or for claims arising in a country which is a member of the European Union, the minimum cover needed either in that country or in Great Britain, whichever is higher.

If **You** take **Your Car** abroad all countries in the European Union have agreed that your **Certificate of Motor Insurance** should provide enough evidence that **You** are keeping to the laws on the compulsory insurance of motor vehicles in any of the countries **You** visit.

## Section 5

### Rights to recover payments made under compulsory insurance regulations

If, under the law of any country this policy covers **You** in, **We** must settle a claim which **We** would not otherwise pay, **We** may recover any claim payment from **You** or from the person who the claim was made against.

## General exceptions

### Your policy does not cover the following:

- 1 Any accident, injury, loss or damage that happens in the following circumstances.

While **Your Car** is being used for a purpose which is not stated under the 'Description of Use' section of your **Certificate of Motor Insurance**.

While **Your Car** is being driven by any person who is not described in your **Certificate of Motor Insurance** as being entitled to drive. However, **We** do provide cover for loss, damage or injury:

- while **Your Car** is with a member of the motor trade for servicing or repair;
- if the injury, loss or damage was caused as a result of **Your Car** being stolen or taken without your permission;

- if the person driving does not have a valid driving licence and **You** did not know this.

While any vehicle insured under this policy is being driven by:

- **You** if **You** do not have a licence to drive **Your Car**, unless **You** have had a licence to drive **Your Car** and are not disqualified from having or getting a licence;

- 2 Any liability **You** have accepted under an agreement unless **You** would have had that liability if the agreement did not exist.
- 3 Loss, damage or liability directly or indirectly caused by or arising from:
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.
- 4 **We** will not pay for
  - (i) any accident, loss, damage or injury which is the direct or indirect result of any of the following, whether or not contributed to by any other cause:
    - war;
    - invasion;
    - activities of a foreign enemy;
    - hostilities or warlike operations (whether war has been declared or not);
    - civil war;
    - revolution, rebellion or insurrection ;
    - civil commotion ;
    - military power ; or
    - usurped power .
  - (ii) loss, damage or injury which is the direct or indirect result of any action taken in controlling, preventing, suppressing or in any other way relating to any of the causes listed in (i) above.However, **We** will provide any cover required by the **Road Traffic Acts**.
- 5 Any accident, injury, loss or damage (except under section 2) arising during or as a result of:
  - earthquake; or
  - riot or civil commotion that happens somewhere other than in Great Britain, the Isle of Man or the Channel Islands; unless **You** can prove that the accident, injury, loss or damage was not caused by that event.

## General conditions

### 1 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.

Please note that if **You** fail to disclose any material information to your insurer (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.

### 2 Interpretation

The term 'this policy' includes this policy and the **Schedule**. Any word or expression defined in this policy has that meaning wherever it appears.

### 3 Your duty to prevent loss or damage

**You** must

- (a) take all reasonable steps to prevent loss or damage to **Your Car**.
- (b) maintain **Your Car** in good condition.

**We** may inspect **Your Car** at any time.

### 4 Claims - your duty

To get the full benefit of this policy, **You** (or your legal personal representative) must follow the steps below when making a claim.

- (a) Tell the police immediately if **Your Car** or any other property is lost or stolen.
- (b) Advise **Us** immediately and give all the information and help **We** may reasonably ask for. **We** will not accept responsibility for the cost of goods or services which **We** have not authorised.
- (c) Take all reasonable steps to recover your lost or stolen car or any other property.
- (d) Tell **Us** immediately if **You** receive any letter or other document about the incident. If **You** do not do so it could harm your claim.
- (e) Never discuss liability with anyone unless **We** agree first.
- (f) Tell **Us** immediately if anyone insured under this policy is going to be prosecuted as a result of the incident or if there is going to be an inquest or fatal accident inquiry.
- (g) **You** must not leave **Your Car** or any other property with **Us** for **Us** to deal with.

### 5 Claims - our rights

(a) **We** can:

- take over and carry out (in your name or the name of the person claiming under this policy) the defence or settlement of any claim.
- try to recover, in your name and for our own benefit, damages and costs covered under this policy.

(b) **We** will have full control over any proceedings and in settling any claim.

### 6 Fraud

If any claim is fraudulent in any way or if **You** or anyone acting on your behalf has used any fraudulent means, all benefit under this policy will be lost. This will also apply if **You** exaggerate a claim or if **You** send forged or false documents to **Us**.

### 7 Other insurance

If any incident leading to a claim under this policy is covered under any other insurance policy, **We** will not be liable under this policy.

### 8 Arbitration

Where **We** have accepted a claim but **You** and **We** disagree over the amount to be paid, the dispute must be referred to an arbitrator who **We** and **You** will agree.

When this happens, the arbitrator must make a decision before **You** can take any legal action against **Us**.

### 9 Your duty to keep to the policy conditions

**We** will only provide the cover described in this policy if **You** keep to all the terms and conditions of the policy.

### 10 Cancellation

Following the expiry of your 14 day statutory cooling off period **You** continue to have a 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 which **You** have been covered. This will be calculated in proportion to the period for which **You** received cover and there will also be an additional charge of up to £20 (subject to Insurance Premium Tax where applicable) to cover the administrative cost of providing the policy.

To exercise your right to cancel, please contact

Dayinsure.com limited,  
Mara House, Tarporley Business Centre,  
Nantwich Road, Tarporley, Cheshire, CW6 9UY.

Telephone :0845 450 6615

Emailing [support@dayinsure.com](mailto:support@dayinsure.com) or

**You** must return your **Certificate of Motor Insurance** immediately following cancellation.

### 11 Car sharing and insurance

If **You** receive any payment for giving people lifts in **Your Car**, this will not affect the cover provided by this policy if:

- **Your Car** is not made or adapted to carry more than eight passengers (not including the driver);
- **You** are not carrying the passengers in the course of a business of carrying passengers; and **You** are not making a profit from the payments **You** receive.

# 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 that **We** continually improve the service **We** offer.

## What will happen if **You** complain?

- **We** will acknowledge your complaint promptly.
- **We** aim to resolve all complaints 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 if you are unhappy

If **You** are disappointed with any aspect of the handling of your insurance **We** would encourage **You**, in the first instance, to seek resolution by contacting the manager concerned. **You** can contact the Dayinsure Heldesk Supervisor by email [support@dayinsure.com](mailto:support@dayinsure.com), or by telephone 0845 450 6615, or in writing to the Managing Director, dayinsure.com Ltd., Mara House, Tarporley Business Centre, Nantwich Road, Tarporley, Cheshire, CW6 9UY.

If **You** remain unhappy with the outcome of your complaint, **You** may refer the matter to the Financial Ombudsman Service (FOS) at :

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone :  
0800 0234567 (free from landlines) or  
0300 1239123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Whilst **We** are bound by the decision of the Financial Ombudsman Service, **You** are not. Following the complaints procedure does not affect your rights to take legal action if **You** are unhappy.

## 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, 10<sup>th</sup> floor Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.



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