

Your AvivaPlus
motor insurance policy

How to get help...

Had an accident or need to make a claim?

Call us as soon as it's safe on 0800 158 4093 so we can get you, your vehicle and your passengers to a safe place. You can also let us know online at aviva.co.uk/myaviva. Our personal claims managers will help resolve any claim and handle any conversations with other people involved.

Claims	Contact	Opening hours
Motor claims in the UK (except Motor Breakdown)	Go online at aviva.co.uk/myaviva or call 0800 158 4093 Please always call if you need urgent help	24 hours a day
Motor Legal Services claim	0800 158 4093	
Motor claims in Europe (except Motor Breakdown)	(00 44) 1603 603047	
Hire Car Excess Protection claims	carhireexcess@aviva.com	
Complaints about a claim	0800 158 4093	
Breakdowns		
UK Breakdown claims	0800 015 5755	24 hours a day
European Breakdown claims	0345 030 6925 from the UK (00 44) 1603 603047 from abroad	24 hours a day
Complaints about a breakdown	0330 159 0360	9am – 5pm Mon-Fri
Helplines		
Motor Legal advice	0345 300 2970	24 hours a day
Customer Services		
Questions or changes to your policy or the information you've given us	0800 656 9708 or make your changes online at aviva.co.uk/myaviva	8am – 8pm Mon-Fri 8.30am – 5pm Sat 10am – 4pm Sun and Bank holidays
Complaints (other than about a claim or breakdown) See the 'Important Information' document for full details of the complaints procedure	0800 656 9708 alternatively write to us at Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow G64 2QR	
Requests for large print, audio or Braille policy documents if you have a disability	0800 656 9708	

Telephone call charges and recording

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

Helpful information about your **Motor policy**



Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to questions we ask when you take out, make changes to and renew your policy (please see the GENERAL CONDITIONS for more information).

Finding your way around	Page		Page
How to get help	2	Section 9 Emergency Treatment	22
Words and phrases with special meanings	4	Section 10 No Claim Discount and Protected No Claim Discount	22
Understanding your cover level	6	Section 11 Glass (including windscreen)	24
Section 1 Loss of or damage to your vehicle including: Vehicle Recovery, Repair Guarantee, Courtesy and Hire Vehicles, New Vehicle Replacement, Excesses and Uninsured Driver Promise	7	Section 12 Suspending Cover	24
Section 2 Your liability including Driving Other People's Cars	13	Section 13 Continental Use – compulsory insurance requirements including 'Extending your continental use cover'	25
Section 3 Motor Injury Protection and Motor Injury Protection Plus	19	Section 14 Replacement Locks	27
Section 4 Medical Expenses and Services	20	Section 15 Motor Legal Services	27
Section 5 Vehicle Recovery in the Event of Illness	20	Section 16 Comprehensive Driving Other People's Cars	32
Section 6 Personal Belongings	20	Section 17 Hire Car Excess Protection	33
Section 7 Child Seat Cover	21	General Exclusions	35
Section 8 Tool Cover	21	General Conditions (including your cancellation rights)	37

Key - To help you when you read your policy:



These boxes highlight information we want to particularly draw your attention to



These boxes give you additional helpful information

These boxes highlight what your policy does not cover

Bold text - The meaning of words or phrases in bold are shown in the '**Words Or Phrases With Special Meanings**' section.

Words and phrases with **special meanings**

Wherever you see these words or phrases in **bold** text in your policy, they have the following meanings (unless otherwise shown for any policy section).

Accessories

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

Approved repairer

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

Certificate of motor insurance

The current document that proves you have the motor insurance required by the **Road Traffic Acts** to use **your vehicle** on a road or other public place. It shows who can drive **your vehicle**, what it can be used for and whether any permitted drivers are allowed to drive other vehicles. The certificate of motor insurance does not show the cover provided.

Clause

An additional or alternative wording which, when applied to your policy, changes its terms. The clauses applicable are shown in your schedule.

Fire

Fire, self-ignition, lightning and explosion.

Hazardous locations

- Power stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries

- Ministry of Defence premises
- Military bases
- Rail trackside
- Any other rail property to which the public do not have lawful access

High category hazardous goods

Any substance within the following United Nations Hazard Classes:

- 1: Explosives
- 2: Organic peroxides
- 3: Flammable liquids
- 4: Flammable solids
- 5: Oxidising substances
- 6: Toxic substances
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials

Ignition keys

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

Loss of any limb

Severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

Market value

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

Partner

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

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.

Words and phrases with **special meanings**

Personal belongings

Personal property within **your vehicle**. For electronic equipment, this includes portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to **your vehicle**.

Persons Insured

Principal policyholder

The person who has entered into this contract of insurance on behalf of himself/herself and on behalf of each **vehicle policyholder** and/or **named driver**.

Vehicle policyholder

Person nominated by the **principal policyholder** as being the main user of any vehicle insured under this policy as described in your schedule, providing the **certificate of motor insurance** allows that person to drive the motor vehicle.

Where the **vehicle policyholder** is the owner/registered keeper of the vehicle any benefits which may be due under Sections 1, 3, 6, 7, 8, 11 and 14 may be paid, at **our** discretion to them instead of the **principal policyholder** named in your schedule.

Named driver

Person nominated by the **principal policyholder** as being a user (but not the main user) of any motor vehicle insured under this policy as described in your schedule, providing the **certificate of motor insurance** allows that person to drive the motor vehicle (Named drivers are not entitled to benefits provided under Section 2 – Driving Other People's Cars and Section 16 – Comprehensive Driving Other People's Cars).

Repair quality

Bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians).

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.

Territorial limits

For Basic and Regular cover these are: Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

For Premium cover these are extended to 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, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

Theft

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

Your vehicle

Any motor vehicle described in your 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 in accordance with the **Road Traffic Acts** and remains effective.

Any motor vehicle loaned to a permitted driver as shown on your **certificate of motor insurance** by a supplier **we** have nominated following a claim under the policy.

Any motor vehicle not exceeding 3.5 tonnes gross vehicle weight loaned to a permitted driver as shown on your **certificate of motor insurance** for up to seven days by a garage, motor engineer or vehicle repairer while the motor vehicle described in your schedule is being either serviced, repaired or having an MOT test.

We, Us, Our

Aviva Insurance Limited and any representative appointed by **us** to act on **our** behalf, except where otherwise shown for any policy section.

Understanding your cover level

We offer three levels of cover with Aviva Plus – Basic, Regular and Premium. Your schedule shows the one you have chosen for each of **your vehicles**.

The level of cover chosen determines what's included in your price and what optional extras you can choose. Covers shown in the policy booklet but not mentioned below apply to everyone.

Your schedule will show any limits which apply for your chosen level.

If you are considering changing your current level of cover please go to aviva.co.uk/myaviva to see more detail of the cover limits for each level or call **us** to discuss.

	Basic	Regular	Premium
Section 1 – Onward Travel following an accident, fire or theft	We will take you and your passengers home.	We will take you and your passengers home or offer onward travel options – limits apply.	We will take you and your passengers home or offer onward travel options – limits apply.
Section 1 – Courtesy Vehicle	Available as an optional extra.	A small courtesy vehicle is included as standard and you can choose to upgrade as an optional extra.	An enhanced courtesy vehicle is included in your cover.
Section 2 – Your Liability – Driving Other People's Cars	The vehicle policyholder may be able to drive other people's cars. Your certificate of motor insurance will show if you have this cover and the cover will be restricted to third party only. Damage to the vehicle will not be covered.	The vehicle policyholder may be able to drive other people's cars Your certificate of motor insurance will show if you have this cover and the cover will be restricted to third party only. Damage to the vehicle will not be covered.	Comprehensive cover for driving other people's cars included for the vehicle policyholder . You can activate between 1 and 5 days cover at a time – just tell us when you want cover to start, for how long and the vehicle registration number. Also see Section 16 for full details of Comprehensive Driving Other People's Cars cover. If you don't activate the cover, the vehicle policyholder may still be covered to drive other cars. Your certificate of motor insurance will show if you have this cover and the cover will be restricted to third party only. Damage to the vehicle will not be covered.
Section 3 – Motor Injury Protection Plus	Not available	Available as an optional extra.	Available as an optional extra.
Section 6 – Personal Belongings	There is no cover for your belongings.	Your belongings are covered up to the limits shown in your schedule.	Your belongings are covered up to the limits shown in your schedule.
Section 10 – Protected No Claim Discount	Not available	Available as an optional extra.	Available as an optional extra.

Understanding your cover level continued

	Basic	Regular	Premium
Section 11 – Glass (including windscreen)	There is no cover if you are claiming for the glass in your vehicle only. Claims for glass can be made under Section 1 – Loss of or damage to your vehicle but will be subject to Section 1 excesses and no claim discount will be affected.	Covered – limits and excesses apply.	Covered
Section 13 – Extending your continental use	Not available	Available as an optional extra.	Driving in Europe is included in your cover.
Section 15 – Motor Legal Services	Available as an optional extra.	Available as an optional extra.	Motor Legal Services is included in your cover.
Section 16 – Comprehensive Driving Other People’s Cars	Not available	Not available	You must contact us to activate this cover.
Section 17 – Hire Car Excess Protection	No cover	No cover	Hire Car Excess Protection is included in your cover.

Section 1 – Loss of or damage to your vehicle

If **your vehicle** is lost, stolen or damaged, **we** will:

- repair **your vehicle** unless you notify **us** that you want **us** to pay someone else to repair it, or
- replace **your vehicle**, 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**, and

- spare parts and components for **your vehicle** while these are in or on **your vehicle** or while in your private garage.

The maximum amount **we** will pay for **accessories** is shown in your schedule.



Important note

The most **we** will pay will be the **market value** of **your vehicle** at the time of the loss. If **we** know that **your vehicle** is still being paid for 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.

Vehicle recovery in the event of an accident or fire or theft

There are variations in cover under this section depending on the cover level you have bought. Your schedule will show the cover level for each of **your vehicles**.

Within the **territorial limits we** can arrange for the protection and removal of **your vehicle**. In the event of an incident, please ring **our** Motor Claims Helpline and **we** will arrange for someone to come out and help you.

If **your vehicle** cannot be made roadworthy immediately it will be taken to **our** nearest **approved repairer**. **We** will also take the driver and passengers home, forward any urgent messages on your behalf and deliver **your vehicle** back to your address in the **territorial limits** after the repairs have been carried out.

If you have bought Regular or Premium cover, completion of your journey for the driver and passengers is also included or:

- Overnight accommodation for the driver and passengers up to a maximum of £150 in total not including the costs of meals or drinks or;
- A refund of the cost of public transport for the driver and passengers to reach the end of their journey subject to a maximum of £150. You will need to produce receipts in order to claim for this. If **your vehicle** is stolen and not recovered, arrangements will be made to provide alternative transport up to a total value of £150 in order to complete the journey.

In providing accident 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 the demands made are excessive, unreasonable or impractical.

Important note



- **Your vehicle** 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 vehicle**. Your **schedule** will show if an additional excess applies (in addition to any other excesses under this policy) if the repairer chosen is not one of **our approved repairers**.
- **We** do not provide a courtesy vehicle if the repairer chosen is not one of **our approved repairers**, even if the courtesy vehicle option is shown in your **schedule**. If you have purchased Premium cover, this restriction does not apply.

Courtesy and hire vehicles

There are variations in cover under this section depending on the cover level you have bought. Your schedule will show if a courtesy vehicle will be supplied following a claim.

The courtesy vehicle supplied is not intended to be an exact replacement for **your vehicle** and cannot be provided until your claim has been accepted and cover has been confirmed. Only persons named on the **certificate of motor insurance** as being entitled to drive the vehicle that the courtesy vehicle replaces are covered (subject to the terms and conditions of the vehicle provider).

The length of time a courtesy vehicle is provided depends on whether **your vehicle** is being repaired or not:

- If **your vehicle** is being repaired by an **approved repairer**; a courtesy vehicle will be provided for the duration of the repairs.
- If **your vehicle** cannot be repaired or is stolen, a courtesy vehicle will be provided for up to 14 days, or until you receive your settlement. The earliest of these will apply, for example if you receive your settlement after 9 days, the courtesy vehicle will no longer be provided from that day.

What type of courtesy vehicle will I be provided with?

Level of cover shown on your schedule	Vehicle provided
Standard courtesy car	Small three door hatchback vehicle with an engine size of 1 litre
Enhanced courtesy car	Five door vehicle with an engine size of 1.6 litres with room to seat five people
Car derived van	Van styled car equivalent
Panel style van	Van which has rear doors but no rear seats or rear side windows
Panel style van with long wheel base	Long wheel base van which has rear doors but no rear seats or rear side windows

Courtesy and hire vehicles continued

Important note



- If the repairer chosen is not one of **our approved repairers**, a courtesy vehicle will not be provided. If you have purchased Premium cover, this restriction does not apply.
- A courtesy vehicle will not be provided if you are making a claim solely under Section 11 – Glass (including windscreen).
- If **your vehicle** is immobile or unroadworthy, **we** aim to provide a courtesy or hire vehicle within one working day. If an incident occurs during a weekend or on a bank/public holiday, it may not be possible to provide a courtesy vehicle until the following normal working day.
- Automatic courtesy vehicles can be supplied, providing the vehicle being repaired is an automatic.
- **We** will not be responsible for the cost of fuel used; collection and delivery charges; any charges for fitting **accessories** or **personal belongings**; any excess which would have applied to **your vehicle** which is temporarily replaced or any charges and costs where the courtesy vehicle is not returned by the end of the maximum benefit period provided for under this policy.
- Courtesy vehicles supplied under this section will be of standard type and will not include specialised vans such as pick-up trucks, tippers or refrigerated vans, any provision for towing, or any trailers or caravans.
- The courtesy vehicle will be supplied on the condition that it is returned to the depot which supplies it unless alternative arrangements have been made with the supplier.
- **We** do not provide a courtesy vehicle outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. However, if you have Regular or Premium cover you can purchase European Breakdown so that if there is an accident, breakdown, **fire** or **theft** abroad, **we** will pay for up to 14 days' self drive vehicle hire. **We** will also arrange vehicle hire for the part of the journey that is in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Repair Guarantee

We will provide a lifetime guarantee on **repair quality** carried out on **your vehicle** by **our approved repairer** for as long as **your vehicle** is continuously insured with **us** by the **principal policyholder** and/or the **vehicle policyholder** 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 vehicle** by **our approved repairer** for a period of three years from the date of completion of the repairs or for the remainder of the original manufacturer's warranty for **your vehicle** if greater than three years. All parts fitted to **your vehicle** by **our approved repairer** will be covered for the duration of the guarantee provided by the part manufacturer/supplier.

We won't cover

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

New vehicle replacement

We will replace **your vehicle** with a new vehicle of the same make, model and specification (if one is available in the UK) if, within 12 months of the **principal policyholder, vehicle policyholder** or a **partner** buying **your vehicle** from new:

- any repair cost or damage in respect of any one claim covered by the policy is more than 60% of the vehicle's UK list price (including vehicle tax and VAT) when **your vehicle** was purchased, or
- **your vehicle** is stolen and not recovered.

We will only replace **your vehicle** if the **principal policyholder, vehicle policyholder** or a **partner**:

- bought it under a hire purchase agreement or other type of agreement where ownership passes to the **principal policyholder, vehicle policyholder** or a **partner** and the Financing Company agrees, and
- the **principal policyholder, vehicle policyholder** or a **partner** was the first registered keeper of **your vehicle**, or the second registered keeper of **your vehicle** where **your vehicle** has been pre-registered in the name of the manufacturer or supplying dealer, providing at the time of purchase the mileage was less than 250 miles.

Important note



If the qualifying criteria set out above are not met, or you do not wish **us** to replace **your vehicle** with a new vehicle of the same make, model and specification, the most **we** will pay will be the **market value of your vehicle** at the time of loss or damage.

We won't cover

- **Your vehicle** under this section if **your vehicle** was sold to you as an 'ex-demonstrator' or 'nearly new' model.

Excesses

An excess is the amount the **principal policyholder** or **vehicle policyholder** will have to pay towards any claim. An excess will apply to most loss or damage claims. An additional excess will apply if the permitted driver is 24 or under. If you have Basic or Regular cover and **your vehicle** is to be repaired and the repairer chosen is not one of our **approved repairers**, an additional excess will apply. If your schedule shows you have Glass (including windscreen) cover included, the excess payable will vary depending on whether your glass is repaired or replaced.

Your schedule will show the excesses you must pay.

Uninsured driver promise

If the driver of **your vehicle** is involved in an accident caused by an uninsured motorist, **we** will refund the amount of any excess which has been paid. This promise only applies where the driver of **your vehicle** was not at fault for the accident.



Important note

We must be provided with the other driver's name, their contact details (telephone number or address) and their vehicle registration.

Exclusions to Section 1

We won't cover:

- loss or damage to glass in **your vehicle** windscreen, windows, sunroof or panoramic roof unless as a direct result of an accident, **fire** or **theft**. (This exclusion does not apply to Regular or Premium levels of cover.)
- wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
- mechanical, electrical or electronic failure, breakdown or breakage.
- computer and equipment failure or malfunction.
- loss or damage arising from **theft** while:
 - the **ignition keys** of **your vehicle** have been left in or on **your vehicle**.
 - **your vehicle** has been left unattended with the engine running.
- damage to tyres by braking or by punctures, cuts or bursts.
- loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- loss of value following repair.
- loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- loss of use.
- where **your vehicle** is equipped for the cooking or heating of food or drink, loss or damage by **fire** caused directly from use of the cooking or heating equipment.
- anything set out in the GENERAL EXCLUSIONS.

Section 2 – Your liability

We will insure the **persons insured** for all amounts which they may have to pay as a result of being legally liable for an accident causing:

- (1) another person's death or injury, for an unlimited amount;
- (2) damage to another person's property:
 - up to the maximum amount shown as 'Third party property damage' limit on your schedule (excluding claimant's costs and expenses and any other costs and expenses)
 - and an additional amount shown as 'Claimant costs limit' on your schedule for claimant's costs and expenses and any other costs and expenses, incurred with **our** written consent in relation to that person's property.

This section only operates where such death, injury or damage arises out of an accident caused by or in connection with:

- **your vehicle**, including loading and unloading.
- any trailer while it is being towed by **your vehicle**.

The amount payable under (2) above for damage to property is limited to the amount shown as 'Third party property limit – hazardous goods and locations' in your schedule (or such greater sum as may be required to meet the minimum insurance requirements of the **Road Traffic Acts**) while **your vehicle** is:

- carrying any **high category hazardous goods**.
- being used or driven at any **hazardous locations** other than in an area designated for access or parking by the general public.

Driving other people's cars

Your **certificate of motor insurance** will show if the **vehicle policyholder** is permitted to drive other cars*.

We will insure the **vehicle policyholder** while driving any other car* within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- the **vehicle policyholder** has not bought the car* outright or has not bought it under a hire purchase agreement or other type of agreement where ownership passes to them.
- the **vehicle policyholder** is driving the car* with the owner's express consent.
- the **vehicle policyholder** still has **your vehicle** and it has not been damaged beyond cost effective repair.
- the **vehicle policyholder** is aged 25 or above at inception or renewal of this policy.
- the **certificate of motor insurance** indicates that the **vehicle policyholder** can drive such a car*.

Driving Other People's Cars cover is not available for **named drivers**, firms or **principal policyholders** where they are not also the **vehicle policyholder**.

Important note



The cover provided is for the **vehicle policyholder** while driving any other car* and is for Third Party only and does not cover loss or damage to the car being driven.

This cover does not operate if:

- **Your vehicle** has been declared a total loss; or
- The **vehicle policyholder** owns or has purchased the car* they are driving.

If you have purchased Premium cover you can activate Comprehensive Driving Other People's Cars cover (between 1 and 5 days at a time) – just tell **us** when you want cover to start, for how long and the vehicle registration number. If you don't activate Comprehensive Driving Other People's Cars cover, the **vehicle policyholder** may still be able to drive other people's cars* as set out above. Full details of Comprehensive Driving Other People's Cars cover is provided in Section 16.



* For the purposes of this section only, the definition of 'car' includes a van under 3.5 tonnes gross vehicle weight, subject to the limitations of use as defined on the **certificate of motor insurance**.

Liability of other persons driving or using your vehicle

Cover under this section will also apply on the same basis, for the following persons:

- Any person given permission by the **vehicle policyholder** to drive **your vehicle** provided that your **certificate of motor insurance** allows that person to drive **your vehicle**.
- Any person given permission by the **vehicle policyholder** to use (but not drive) **your vehicle**, but only while using it for social, domestic and pleasure purposes.
- Any passenger travelling in or getting into or out of **your vehicle**.
- The employer or business partner of the person using any vehicle for which cover is provided under this section while the vehicle is being used for business purposes, as long as your **certificate of motor insurance** allows business use. This does not apply if:
 - the vehicle belongs to or is hired by such employer or business partner.
 - the **principal policyholder** is a corporate body or firm.

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 (for example, the executors as nominated in that person's will) against any liability that the deceased person had, which is covered by this section.

Legal costs

We will pay the fees and disbursements of any legal representative **we** agree to, to defend anyone **we** insure under this section, following any incident which is covered under this section:

- at a coroner's inquest.
- at a fatal accident inquiry.
- 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.

Cross liability and application of limits

Where there is more than one person or company covered within the terms of this policy, cover under this policy will apply as if each one had been issued with their own separate Aviva policy. However the most **we** will pay for all claims arising from the same incident in respect of damage to another person's property will not exceed the amount shown in your schedule.

Duty of care – driving at work, legal costs

We will pay:

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

The limits of cover 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



This section provides cover for legal costs, in the circumstances described above, relating to health and safety at work laws. It is only relevant to firms where employees are driving or travelling in **your vehicle(s)**.

We will not pay:

- 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.
- 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 a **person insured** of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the **Road Traffic Acts**.
- for proceedings which result from any deliberate act or omission by **persons insured**.
- where cover is provided by another insurance policy.

Exclusions to section 2

We won't cover:

- any claim if any **person insured** under this section does not keep to the terms and conditions of this policy. The cover will also not apply if the **person insured** can claim under another policy.
- the death of, or injury to any employee of the **person insured** which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the **Road Traffic Acts**.
- 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 vehicle**.
- damage to the motor vehicle covered by this section.
- loss, damage, death or injury while any motor vehicle is being used on:
 - that part of an aerodrome or airport used for aircraft taking off or landing,
 - 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**.
- 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:
 - (i) the use or threat of force and/or violenceand/or
 - (ii) 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.

Exclusions to section 2 continued

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

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

- (i) limited to the amount shown in your schedule 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**.
- 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.
- death or injury of any person caused by:
 - food poisoning, or
 - anything harmful contained in goods supplied, or
 - any harmful or incorrect treatment given at or from **your vehicle**.
- loss, damage, death or injury that happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of **your vehicle**, bringing a load to **your vehicle** for loading or taking a load away from **your vehicle** after unloading it.
- anything set out in the GENERAL EXCLUSIONS.

Section 3 – Motor injury protection

If the **vehicle policyholder**, their **partner** or **named drivers** suffer accidental bodily injury as a result of:

- a road traffic accident in direct connection with the use of the insured vehicle(s) and/or
- travelling in, getting in to or out of the insured vehicle(s)

listed in your schedule, **we** will pay an amount as shown in your schedule, if, within three months of the accident, the injury is the sole cause of their:

- death.
- irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears.
- **loss of any limb.**

The most **we** will pay any one person after any accident is shown in your schedule.

The most **we** will pay any one person during any one **period of insurance** is shown in your schedule.

If the **vehicle policyholder**, their **partner** or **named drivers** have any other policies with **us** in respect of any other vehicle or vehicles, the injured person can only claim these benefits under one policy. The cover applies irrespective of fault.

Motor injury protection plus

If you have purchased the optional 'Motor Injury Protection Plus' extension, please refer to your schedule for the vehicle(s) to which it applies. This extension is not available if you have purchased Basic cover.

1. Additional benefit for death or serious injury

If you suffer death or serious injury as outlined above, **we** will pay an additional benefit amount as shown in your schedule.

2. Physiotherapy cover for minor injuries

This extension also provides physiotherapy cover for minor injuries for the **vehicle policyholder**, their **partner** and **named drivers** if they are injured as a direct result of the insured vehicle(s) being involved in an accident. **We** will refer you quickly to our experienced rehabilitation case management provider and will pay for treatment from a chartered physiotherapist **we** have appointed who believes treatment will help recovery.

The most **we** will pay any one person after any accident is shown in your schedule.

Physiotherapy will end once the rehabilitation case management provider and/or treating physiotherapist advises no further treatment is required, or the limit under this extension has been reached, whichever happens first.

The cover applies irrespective of fault.

We won't cover:

death or bodily injury arising from suicide or attempted suicide.

Section 4 – Medical expenses and services

If any persons in **your vehicle** are injured as a direct result of **your vehicle** being involved in an accident, **we** will pay for:

- the medical expenses arising in connection with that accident.

The most **we** will pay for each injured person is shown in your schedule. The

cover under this section applies irrespective of fault.

We won't cover:

- physiotherapy under this section.

Section 5 – Vehicle recovery in the event of illness

If the permitted driver of **your vehicle** as shown on your **certificate of motor insurance** is taken seriously ill requiring treatment from a qualified medical practitioner and cannot continue their journey, **we** will transport **your vehicle** to your home or single address anywhere within the **territorial limits**.

A medical certificate must be produced prior to the provision of this service. A claim solely under this section will not affect your no claim discount.

We won't cover:

- any incident which occurs outside the **territorial limits**.
- any incident where **your vehicle** is within a quarter of a mile of your home address or place where **your vehicle** is usually kept.
- any incident where **your vehicle** is disabled, has suffered mechanical or electrical breakdown or failure, or is unroadworthy.
- any incident directly caused by or due to the effects of alcohol and/or drugs.

Section 6 – Personal belongings

There are variations in cover under this section depending on the cover level you have bought. Your schedule will show if you have this cover.

We will pay the **principal policyholder** or the **vehicle policyholder** (or, at their request, the owner) for loss of or damage to **personal belongings** caused by **fire, theft** or accidental means while the **personal belongings** are in or on **your vehicle**.

The maximum amount payable for any one incident is shown in your schedule.

Important note



- There is no cover under this section if you have purchased Basic cover.
- A claim can only be made under this section when also making a valid claim which is accepted under Section 1 – Loss of or damage to your vehicle.

We won't cover:

- money, stamps, tickets, documents or securities (such as share and premium bond certificates).
- goods or samples carried in connection with any trade or business.
- tools.

Section 7 – Child seat cover

If child seat(s) are fitted in **your vehicle** and **your vehicle** is involved in an accident or damaged following **fire** or **theft**, **we** will pay for the cost of a replacement. **We** will pay an amount as shown in your schedule even if there is no apparent damage.



Important note

A claim can only be made under this section when also making a valid claim which is accepted under Section 1 – Loss of or damage to your vehicle.

Section 8 – Tool cover

For the purposes of this section, tools means;

- non powered hand tools for domestic DIY, gardening or vehicle maintenance activities, or
- where **your vehicle** is insured for business use as shown in your schedule, tools of trade reasonably associated with your declared occupation.

We will pay for loss of or damage to tools caused by **fire**, **theft** or accidental means while they are in **your vehicle**.

The maximum amount payable for any one incident is shown in your schedule.



Important note

A claim can only be made under this section when also making a valid claim which is accepted under Section 1 – Loss of or damage to your vehicle.

We won't cover:

- goods or samples, stock and materials.
- **personal belongings.**
- **accessories.**
- loss or damage arising from **theft** not involving forcible entry to **your vehicle**.
- loss or damage if **your vehicle** is an open backed vehicle unless the tools are contained within a locked secure tool chest which is permanently attached to the chassis.

Section 9 – Emergency treatment

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

Section 10 – No claim discount

How does no claim discount work?

No claim discount will be earned separately by each **vehicle policyholder**, on each vehicle they insure and is not transferable to any other person. However, no claim discount will be earned by the **principal policyholder** if it is a firm.

If you do not make a claim, providing **your vehicle(s)** has been on the policy for at least 6 months prior to your renewal date, we will increase your no claim discount at the renewal date of your policy (up to a maximum of 15 years). For every claim you make in a year, your no claim discount will reduce on the affected vehicle, in line with the table on the next page, at next renewal unless you have protected it.

If your renewal is due and investigations into a claim are still on-going, **we** may reduce your no claim discount provisionally, until **our** investigations are complete. **We** may then restore your no claim discount and refund any extra premium that has been paid.

If a claim is made where fault is disputed with another party and we have to make a payment, we will reduce your no claim discount unless we recover all sums we have paid from those responsible, except where the accident was not your fault, and the driver who caused it was uninsured and you have provided **us** with the other driver's name, their contact details (telephone number or address) and their vehicle registration.

Claims under the following sections will not reduce your no claim discount

- Section 9 – Emergency treatment.
- Section 11 – Glass (including windscreen).
- Section 14 – Replacement locks.
- Section 17 - Hire car excess protection.

Additionally, if your vehicle is lost or damaged as a result of one of the following incidents and you make a claim under Section 1 – Loss of or damage to your vehicle, we will not reduce your no claim discount:

- fire and or theft of or from your vehicle;
- collision with wild or domestic animal;
- flood;
- potholes;
- hit whilst parked;
- hit by object or debris (excluding other vehicles);
- vandalism/malicious damage
- storm damage caused by falling or flying objects.

Section 10 – No claim discount continued

You will need to report the incident to the police and provide us with the crime reference number, if your vehicle is vandalised/suffers malicious damage.

You will still have to pay your excess. You may find other insurers view these incidents as fault claims when you apply for future insurance.



Third parties may claim directly against **us** in the event of an accident involving **your vehicle**, 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.

Protected no claim discount

This is an optional cover and only applies if shown on your schedule. You cannot protect your no claim discount if you have purchased Basic cover.

You can protect your no claim discount when you have earned 3 or more years. Please check your schedule to see which of **your vehicles** have protected no claim discount.

If you have protected your no claim discount and you make 1 claim, your no claim discount will stay the same. Protecting your no claim discount does not protect the overall price of your insurance policy, but does guarantee that your premium won't increase next year as a direct result of 1 claim.

The table below shows what will happen to your no claim discount if you make a claim, including the difference protecting your no claim discount makes.

Your no claim discount now	Number of claims made in period of insurance	Your no claim discount from next renewal	
		If you'd protected it	If you hadn't protected it
1 or 2 years	1 or more	Protection not available	0 years
3 years	1	3 years (protected)	1 years
	2	1 year	0 years
	3 or more	0 years	0 years
4 years	1	4 years (protected)	2 years
	2	2 years	0 years
	3 or more	0 years	0 years
5 or more years	1	5 or more years (protected)	3 years
	2	3 years	0 years
	3 or more	0 years	0 years

Section 11 – Glass (including windscreen)

There are variations in cover under this section depending on the cover level you have bought. Your schedule will show if you have this cover.

We will pay for the replacement or repair of the glass in **your vehicle's** windscreen, sunroof or windows if it is lost, stolen or damaged or the bodywork of **your vehicle** suffers scratching arising solely from the breakage of glass.

The most **we** will pay will be the **market value** of **your vehicle** at the time of the loss. **We** may use suitable parts not supplied by the original manufacturer.

The excess amount which must be paid for any replacement or repair is shown in your schedule.

A claim solely under this section will not affect your no claim discount.

Important note



- There is no cover under this section if you have bought Basic cover.
- You must telephone **our** Motor Claims Helpline, before any work is carried out. **We** will direct **you** to an **approved repairer**.
- If the repairer chosen to replace your glass is not one of **our approved repairers**, **we** may apply a limit to the amount **we** will contribute. Your schedule will show if this limit applies to **your vehicles**.
- **We** do not provide a courtesy vehicle if you are making a claim solely under this section.

Section 12 – Suspending cover

Suspending your policy means having no active insurance but maintaining your policy record.

This benefit can be used if you currently have no insurable vehicles on your policy due to sale or total loss, but you intend on insuring a new vehicle within the **period of insurance**. **We** will suspend your policy for up to 6 months or until renewal (whichever comes first). **We** will refund part of your premium for the suspended period and any refund due will be paid when cover begins again.

Important note



- During the suspension period you will lose all cover benefits such as driving other people's cars however you will still earn no claim discount.
- If you wish to cancel your suspended policy you will receive a proportionate refund.
- At renewal if the vehicle has not been replaced it will be permanently deleted and the policy lapsed if no other vehicles are covered by the policy.

Section 13 – 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 (8) of EC Directive 2009/103/EC 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, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

Important 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 and does not cover loss or damage to the vehicle being driven. To find out how to extend your cover, please refer to the 'Extending your continental use cover' box at the end of this section.

All countries covered under this section have agreed that a Green Card is not necessary for travel outside the **territorial limits**. Your registration plate provides sufficient evidence of compliance with the laws on the minimum compulsory insurance of motor vehicles in any of these countries visited.

Continental use – Compulsory insurance requirements continued

Extending your continental use cover

This extension is not available with Basic cover and if you have Premium cover your policy already includes this cover.

If you have Regular cover for an extra premium, your policy can be extended to provide a similar level of cover in the European Union and some other European countries as listed on previous page, as is provided in the **territorial limits** – please see below for details of the cover and notable exceptions.

Cover includes:

- transit between the countries listed on previous page (including transit to and from the **territorial limits**).
- reimbursement of any customs duty which may be payable on **your vehicle** after its temporary importation into any country listed on previous page, subject to your liability arising as a direct result of any loss of or damage to **your vehicle** which is covered under Section 1 – Loss of or damage to your vehicle.
- general Average contributions, Salvage, Sue and Labour charges while **your vehicle** is being transported by sea between any countries listed on previous page (including transportation to and from the **territorial limits**) provided that loss of or damage to **your vehicle** is covered under Section 1 – Loss of or damage to your vehicle.

Each overseas trip must be no longer than 90 days and a limit of 180 days applies in each **period of insurance**.

To extend your policy, please contact **us** at least two weeks beforehand and **we** will provide the necessary documents.

We do not provide the following optional covers outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man:

- Courtesy vehicles
- UK Breakdown cover
- Motor Legal Services

However, **our** optional European Breakdown cover can be purchased along with Foreign Use cover to provide assistance in the event of an accident, breakdown, **fire** or **theft** abroad. For more details of this cover, please call **us** on **0800 656 9708**.

We do not provide 'Driving Other People's Cars' or 'Comprehensive Driving Other People's Cars' cover outside the **territorial limits**.

Section 14 – Replacement locks

If your **ignition keys** are lost or stolen **we** will pay the cost of replacing the:

- affected locks,
- lock transmitter and central locking interface,
- affected parts of the alarm and/or immobiliser,

provided that it can be established to **our** reasonable satisfaction that the identity or garaging address of **your vehicle** is known to any person who may have stolen or found your **ignition keys** and the value of your claim does not exceed the **market value** of **your vehicle**.



In the event of any claim under this section, the courtesy vehicle and hire vehicle benefits under Section 1 – Loss of or damage to your vehicle, will apply providing your schedule shows you have courtesy vehicle cover.

Your no claim discount will not be affected and no excess is applicable when making a claim under this section.

Section 15 – Motor legal services

This is available as an option on Basic and Regular cover and only applies if shown in **your** schedule. It is included with Premium cover.

This section provides legal protection and advice in the event of a motoring incident.

Words and phrases with special meanings

The general words and phrases with special meanings at the beginning of this policy booklet apply where appropriate. The following words and phrases with special meanings only applies to this section of the policy.

You/your

The persons covered by this section:

- the **persons insured**; and
- any passengers carried in **your vehicle** at the time of an accident and/or incident, which occurs within the **period of insurance**.

1. Legal protection to claim costs or compensation after a motor accident or incident

If there is an accident and/or incident involving **your vehicle** which is not **your** fault, **we** will provide **you** with legal protection to pay lawyers' costs to help claim against the person(s) who is responsible. As part of **your** claim **we** will pay to recover **your** financial losses (such as **your** excess and travel expenses) and also obtain compensation if, as a result of travelling in, getting into or out of **your vehicle**, **you** die or sustain personal injury.



Important note

Reasonable prospects of success must be present throughout the duration of the claim. This means that the lawyer must believe that it is more likely than not that **you** will succeed in a claim for those losses. For more information please see 'Reasonable prospects of success explained' under 'Conditions of cover' in this section.

If **you** disagree with the lawyer's view of **your** prospects of success, **you** have the right to appeal. Please see 'What can I do if I do not agree with the lawyer's opinion?' at the end of this section for more information.

In the event the lawyer takes on **your** case but **your** claim is not successful **we** will pay legal costs and fees **you** are held responsible for (up to the maximum amount).

Your schedule shows the maximum amount **we** will pay for any one claim under this cover.

If **you** need to report an incident or talk to **us** about a claim call **us** on **our** Motor Claims Helpline or claim online.

2. Legal protection to defend motoring offences

This section provides legal protection to pay lawyers' costs to help defend **your** legal rights if **you** are accused of or have committed an offence under the road traffic laws (e.g. speeding) while using **your vehicle** (including if a conviction would result in **you** being disqualified or suspended from driving).

Cover in this section is subject to cover not already being provided under 'Section 2 – Your liability' in this policy.

Your schedule shows the maximum amount **we** will pay for any one claim under this cover.

If **you** need to report an incident or talk to **us** about a claim call **us** on **our** 24-hour Motor Legal Advice Helpline.

3. Motor Legal Advice Helpline

You have access to a 24-hour legal advice helpline based in the UK – providing confidential legal advice on any legal matter relating to the use of **your vehicle** (e.g. private vehicle sale).

There are no consultation fees; all **you** pay for is the phone call.

We won't cover:

Any costs and expenses:

- 1 which **we** have not agreed to or authorised;
- 2 incurred prior to **our** acceptance of a claim;
- 3 resulting from any legal action **you** take without **our** prior approval;
- 4 for any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority;
- 5 resulting from any claim deliberately or intentionally caused by **you**;
- 6 relating to an application for judicial review;
- 7 for a claim relating to any non-contracting party's rights to enforce all or any part of this section. This means that only **you** may enforce all or any part of this policy and the rights and interests arising from or connected with it. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section;
- 8 for a dispute with **us** in respect of the policy terms and conditions unless this is covered by the 'What can I do if I do not agree with the lawyer's opinion?' section in this policy;
- 9 for losses already paid by **us** under any other section of this policy.
- 10 resulting from a defence of motoring offences arising from prosecutions for:
 - dishonesty or violent conduct;
 - drink or drug related offences; or
 - parking offences.

This applies only to '2. Legal protection to defend motoring offences'.

Conditions of cover

The following conditions apply to this section:

- the incident occurs during the **period of insurance**;
- the incident occurs within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;
- any legal proceedings that **we** have agreed to be dealt with by a court or similar body that **we** have agreed to within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;
- in respect of any appeal or defence of an appeal, it has been reported to **us** at least 14 days prior to the deadline for any appeal; and
- reasonable prospects of success exist for the duration of the claim. This condition only applies to claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section. Please see the important note on next page for more information.

Important note

Reasonable prospects of success explained

Before **we** begin to pursue financial losses or pay any legal costs and expenses **we** will ask the appointed lawyer to discuss **your** claim with **you** and assess the prospects of success. In respect of all claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section **we** need to establish that it is more likely than not that **you** will:



- make a recovery of damages either in full or in part against the person(s) **you** believe were to blame;
- recover more than any offer of settlement from the person(s) **you** believe were to blame;
- make a successful defence of any claims made against **you**;
- make a successful appeal or defence of an appeal;
- obtain a legal remedy which **we** have agreed to pursue or defend.

If at any time it is established that **your** claim no longer has a reasonable prospect of success, **we** will confirm this in writing to **you**. **We** will pay for all costs and expenses **we** have agreed or authorised prior to the change in prospects of success. **You** have the right to continue the legal proceedings but this will be at **your** own expense and **we** will not pay any legal costs and fees **you** may be held responsible for after the confirmation in writing.

How to claim

1. Before **you** call, please make sure **you** have **your** policy number, vehicle registration and incident date ready to hand.
2. Call **us** to register **your** claim:
 - for legal protection to claim costs or compensation after a motor accident or incident, please call **us** on **our** Motor Claims Helpline or visit [aviva.co.uk/myaviva](https://www.aviva.co.uk/myaviva); or
 - for legal protection to defend motoring offences, please call **us** on **our** Motor Legal Advice Helpline.

The numbers to call can be found in the 'How to get help' section at the front of this booklet.

Legal representation

On receipt of a claim, **we** will appoint a lawyer to act for **you**.

If it is necessary to start court proceedings, **you** are free to nominate an alternative lawyer by sending the lawyer's name and address to **us**.

If there is a conflict of interest or **we** do not agree to **your** choice of lawyer, **you** may choose another representative. If there is still a disagreement, **we** will ask the president of the relevant national law society to choose a suitably qualified person. In this circumstance both parties are obliged to accept this choice of representation.

The legal costs and expenses we will pay for

We will pay the following:

- reasonable legal costs and expenses incurred in respect of **your** claim; and/or
- legal costs and expenses, which **we** have agreed to or authorised, which **you** have been held responsible for or ordered to pay by a court or similar body.

In determining whether or not costs are reasonable, **we** will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable. Specific factors **we** will take into account in making this determination are:

- the amount of any financial losses being claimed;
- the value and complexity of the case;
- the geographical location of the person and the other party to the action;
- the conduct and actions of the other party;
- the normal level of legal costs and expenses a similar specialist lawyer appointed by **us** would charge.

Conditions relating to your claim

- It is important that **you** tell **us** about an incident as soon as possible after it happens. If **you** fail to do this it may result in **your** prospects of success being reduced.
- **You** must allow **us** direct access to the appointed lawyer who will provide **us** with any information or opinion on **your** claim.
- **You** must provide **us** with any information or instructions that **we** may reasonably ask for in relation to **your** claim. If **we** do not receive all the information or instructions **we** need **we** may delay or suspend **your** claim.
- **You** must notify **us** immediately if the approved lawyer receives a formal offer to settle a claim or to make a payment into court.
- If **you** do not accept a payment into Court or any offer where the appointed lawyer advises that this is a reasonable payment or offer, **we** may refuse to pay further legal costs and expenses.
- No agreement to settle on the basis of both parties paying their own costs is to be made without **our** prior approval.
- **You** must support **us** in the recovery (from the person(s) who **you** believe were responsible) of any legal costs and expenses that **we** have paid and pay those legal costs and expenses to **us**.
- In respect of the following, if **you**:
 - settle or withdraw a claim without **our** prior agreement;
 - do not give suitable instructions to the appointed lawyer; or
 - dismiss an appointed lawyer without **our** prior consent, (please see the 'Legal Representation' and 'What can I do if I do not agree with the lawyer's opinion' sections for more information about appointing representatives),

the cover **we** provide in respect of **your** claim will end immediately and **we** will be entitled to reclaim any costs and expenses **we** have incurred.

What can I do if I do not agree with the lawyer's opinion?

- **We** have confidence in the opinion of **our** appointed lawyer and rely on this when deciding if **we** should continue to pay the costs and expenses towards **your** claim.
- If **you** do not agree with the lawyer's opinion and **you** find a different lawyer, at **your** own cost, who supports **your** view, then **we** will be happy to offer a review of the case. The opinion of **your** chosen lawyer must be based on the same information regarding the claim that **you** provided to **us**.
- The lawyer conducting the review will be chosen jointly by **you** and **us**. If **we** cannot agree on who this lawyer should be then **we** will ask a relevant law society to appoint one. The reviewing lawyer will assess the case and **we** will abide by their decision. **We** will pay for the cost of this review and should they decide in **your** favour **we** will also pay any cost that **you** incurred for **your** chosen lawyer's second opinion.
- This review and any resulting decision will not affect **your** rights to make a complaint as detailed in the complaints procedure section.

Section 16 – Comprehensive driving other people's cars

This cover only applies on Premium cover. Your schedule will show if you have this cover.

The same cover as shown in Section 1 – Loss of or damage to your vehicle applies to any other car driven by the **vehicle policyholder** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- you have the owner's permission to drive the car;
- the car does not belong to you or a family member who usually resides at the same address shown in the policy schedule;
- it is not provided or made available to you for regular use;
- you have not hired the car

Liabilities to Third Parties are covered under Section 2 – Driving Other People's Cars. Your **certificate of motor insurance** will show if the **vehicle policyholder** is permitted to drive other people's cars.

The most **we** will pay is £50,000 per claim.

New Vehicle Replacement and Courtesy and Hire Car benefits set out in Section 1 – Loss of or damage to your vehicle do not apply when making a claim under this section of the policy.

For the purposes of this section the definition of 'car' includes a van under 3.5 tonnes gross vehicle weight.

The excesses for the **vehicle policyholder** shown in your schedule will apply to any claim for loss or damage under this section.



Important note

You must activate Comprehensive Driving Other People's Cars before you drive another car. If you do not, cover under this section will not operate. Cover can be activated for a maximum of 5 days at a time. You can activate this cover at any time via MyAviva or by calling **us** during normal business hours.

Section 16 – Comprehensive **driving other people's cars** continued

We won't cover:

- **vehicle policyholders** under the age of 25 at inception or renewal of this policy.
- any car for which you have not activated this cover before you drive it or where cover period has been exceeded.
- if you have suspended cover as set out in Section 12 – Suspending cover.
- if the **vehicle policyholder** is covered by any other insurance for damage to the car.

Section 17 – Hire car **excess protection**

This cover only applies on Premium and your schedule will show if you have this.

This cover provides financial protection in the event the **hire car excess** has to be paid to a **hire car company** as a result of an incident resulting in loss or damage to the hire car during the **period of insurance** up to the amount shown on your schedule.

Words and phrases with special meanings

In addition to the words and phrases with special meanings shown at the beginning of this booklet, the following words and phrases with special meanings also apply to this section:

Hiring agreement

A valid vehicle hire agreement of no greater than 28 days entered into by the **principal policyholder** or **vehicle policyholder** and the **Hire Car Company**.

Hire car company

A company whose primary business activity is to provide short period hire vehicles within the **territorial limits**.

Hire car excess

The total amount the hirer must pay following a claim, and which is described as an Excess or Collision Damage Waiver (CDW) in the **hiring agreement** in the event of loss or damage to the **hire vehicle**.

Hire vehicle

A vehicle hired in the name of the **principal policyholder** or **vehicle policyholder** from a **hire car company** for use within the **territorial limits** which meets the following specifications:

- a. private car – a private motor vehicle designed to carry no more than eight passengers including the driver;
- b. light commercial vehicle – a van under 3.5 tonnes gross vehicle weight.

How to claim

You will still have to pay the **hire car excess** initially, and then reclaim it from **us**. You should inform **us** as soon as possible of any claim and will be required to provide copies of the **hiring agreement**, accident/incident damage report and proof of your payment for the **hire car excess**.

A claim made under this section will not affect your no claim discount.

To make a claim, please email us at carhireexcess@aviva.com and provide the following information:

- Your name, **your vehicle's** registration number and your postcode.
- Your policy number and, if you know it, your AvivaPlus reference number.
- Proof of hire, the excess amount and proof that you have paid the **hire car excess**.
- A telephone number we can reach you on.

Before you drive the hire vehicle

Check carefully for any evidence of pre-existing damage to the bodywork, windows, wheels and interior. Take photographs of any damage as well as a general image of the front, sides and rear. Report any damage to the **hire car company**. Request that they record the damage on the **hiring agreement** before driving away.



When returning the hire vehicle

If you have been involved in any incident which has caused damage to the **hire vehicle** report this to the **hire car company** and complete any accident/incident reports they require. Request a copy of the report. Take photographs of the damage.

If you have not damaged the vehicle request that on return to the **hire car company** they record on the **hiring agreement** the vehicle was returned undamaged. Again, take photographs of the front, sides and rear of the **hire vehicle**.

Important note



- Cover will only operate following your payment of a **hire car excess** under the **hiring agreement**.
- If the **hire car excess** is covered by any other insurance, **we** will only pay **our** proportionate share of the claim.
- **We** have the right to approach the **hire car company** and any third party in relation to a claim that is made under this section.
- The **hiring agreement** must be in the name of the **principal policyholder** or **vehicle policyholder** however the benefit will extend to incidents where the **hire vehicle** is being driven or used by an additional driver providing that person is named on the **hiring agreement**.

Hire car **excess protection** continued

We will not pay for:

1. Any excess you have to pay under any section of this policy including where **we** have provided a hire car or courtesy vehicle under Section 1 following a claim.
2. Any excess you have to pay under any other policy of motor insurance except where that policy forms part of the **hiring agreement** for a **hire vehicle**.
3. Any **hire car excess** paid as a result of an incident which causes loss or damage to a **hire vehicle** which occurs outside the **period of insurance** or **territorial limits**.
4. Any claim under any **hiring agreement** which was not successful or was for less than the amount of the **hire car excess**.
5. Any amount which is not clearly stated in the **hiring agreement** as being the policy **hire car excess**.
6. Any **hire car excess** that has been waived or reimbursed to you by the **hire car company** or liable party who caused loss/damage to the **hire vehicle**.
7. Any **hire car excess** you have paid to the **hire car company** where the **hire vehicle** has been driven or used in breach of any terms and conditions of the **hiring agreement**, the insurance company of the **hire car company** has refused indemnity to you for loss or damage to the **hire vehicle**, or you have caused loss or damage to the **hire vehicle** deliberately.

General exclusions that apply to the whole 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 vehicle**, or
 - is not complying with the terms and conditions of the licence, or
 - does not have the appropriate licence for the type of vehicle.

General exclusions that apply to the whole policy continued

We will not withdraw this cover:

- (i) while **your vehicle** 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 vehicle parking service for the purpose of parking **your vehicle**.
- (ii) if the injury, loss or damage was caused as a result of the **theft** of **your vehicle**.
- (iii) by reason of the person driving not having a driving licence, if the **principal policyholder** and/or **vehicle policyholder** had no knowledge of such deficiency.
- (2) any liability a **person insured** has agreed to take on except to the extent the **person insured** 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 vehicle** is registered outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- (6) A loss or damage arising from a deliberate act by any **person insured**, driving or using, **your vehicle**.

General conditions that apply to the whole policy

1. Important Notice – information we need to know about

You must always take reasonable care to give full and correct answers to the questions **we** ask.

You must also tell **us** if anything on your schedule or ‘Information provided by you’ document is incorrect or changes during your **period of insurance**.

You also need to tell **us**:

- A change to the **persons insured**.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the **persons insured**, or to be insured.
- Criminal convictions for any of the **persons insured**, or to be insured.
- A change of vehicle.
- Any vehicle modifications.
- Any change affecting ownership of the vehicle.
- Any change in the way that vehicle is used.

When you tell **us** about a change **we** will tell you if this affects your policy for example if **we** can no longer offer cover or if **we** need to change your premium.

If you don't give **us** full and correct information, or tell **us** about the above changes, **we** may:

- change your premium, excess or cover
- refuse to pay all or part of a claim or cancel your cover

If you are unsure whether you need to tell **us** of a change please call Customer Services.

2. Your duty to prevent loss or damage

All **persons insured** must take reasonable precautions to safeguard **your vehicle** to prevent accidents, loss or damage. **Your vehicle** must be maintained in a roadworthy condition. **We** will be allowed to have free access to examine **your vehicle** at all times.

3. Your policy

The following elements form the contract of insurance between the **principal policyholder** (who acts on behalf of himself/herself and each **vehicle policyholder** and/or **named driver**) and **us**, please read them and keep them in a safe place:

- your policy booklet(s);
- information contained on your application and/or “Information Provided by You” document as issued by **us**;
- your schedule (including any **clauses** shown on it);
- information under the heading “Important Information” which **we** give you when you take out or renew your policy;
- changes to this policy or important information **we** give you at renewal.

4. Your duty to keep to the conditions of this policy

To be covered by this insurance you must keep to the terms, conditions and **clauses** of this policy.

General conditions that apply to the whole policy continued

5. Cancellation

Your rights; the **principal policyholder** can cancel this policy and/or remove optional covers at any time by calling Customer Services.

Our rights; we may cancel this policy or optional covers where there is a valid reason, for example where:

- you have not paid your premium. If you miss a payment **we** will write to you giving a further date to pay. If **we** don't receive payment by then **we** will cancel the policy from the date shown on the letter;
- **we** reasonably suspect fraud;
- the **persons insured** fail to co-operate with **us** or give **us** information or documentation **we** reasonably require, and this affects **our** ability to process a claim or defend **our** interests.
- The **principal policyholder** has not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **we** cancel, **we'll** always give at least 7 days' notice, by post or email, to the last address the **principal policyholder** has given **us** and explain why.

The exception is where **we** have evidence that you have acted fraudulently or deliberately given **us** incorrect or incomplete information when **we** may cancel your policy without notice and backdate the cancellation to the date when this happened, which could be when you first bought your policy.



Important note

It is the **principal policyholder's** responsibility to notify all **persons insured** that this policy has been cancelled.

Will I get a premium refund?

- If your policy or an optional cover is cancelled before the cover starts **we'll** refund the premium you've paid for the cancelled cover.
- If the cancellation is after cover has started, as each monthly payment provides one calendar month of cover, you will receive a refund based on the number of days left in the month of cover which you have paid for.
- The refund set out above will not apply if **we** cancel your policy because of your fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

6. Claims

Your duties; as soon as you are aware of anything which may lead to a claim under this policy, you must:

- contact **us** as soon as reasonably possible and provide all the information, documents and help **we** need to settle your claim or pursue a recovery.
- tell the police as soon as reasonably possible if **your vehicle** is lost, stolen or has been broken into.
- send **us** details of any contact from anyone else in relation to any claim and **we** will manage it on your behalf.
- 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.

You must not not admit to any claim, promise any payment or refuse any claim without our consent.

If **we** want to, **we** can take over and conduct in the name 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.

General conditions that apply to the whole policy continued

Below are some examples of what we may request from you or anyone insured, to help us settle your claim.

Information	Documents	Assistance
<ul style="list-style-type: none">• Details of third parties and witnesses• Statement of events relating to the claim• Sketch, photograph of the accident scene• Dashcam footage• Paperwork received from anyone else involved in the claim (including court papers)	<ul style="list-style-type: none">• Driving licence• Proof of identity/address• Vehicle documentation such as V5, MOT and proof of purchase• Receipts and invoices• Finance documents	<ul style="list-style-type: none">• Attendance at court• Meetings with solicitors or us

7. Claims Fraud

If your claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to you. **We** may also take legal action against you to include recovery of any sums paid to you in respect of the fraudulent claim.

If the fraudulent claim is made by the **principal policyholder** **we** may cancel the policy immediately, and backdate the cancellation to the date of the fraudulent claim. If the fraudulent claim is made by any **vehicle policyholder** or **named driver** **we** may remove all cover for that person from the date of the fraudulent claim.

8. Other insurance

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 condition does not apply to benefits under Section 3 – Motor Injury Protection.

This provision will not place any obligation upon **us** to accept any liability under Section 2 – Your liability which **we** would otherwise be entitled to exclude under the first exclusion listed under ‘Exclusions to Section 2’.

9. Payments made under compulsory insurance regulations and rights of recovery

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** shall be entitled to recover such payments from the relevant **person insured** or the person who incurred the liability.

10. Direct right of access

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.

11. Monthly premiums

Your monthly premiums will be due on the start date of the insurance shown on your schedule and on the same date of each following month. If you do not pay the first premium, this policy will not be valid. **We** will provide you with one month's cover for each monthly premium you pay. If you have paid one or more premiums but then fail to pay any premium after that on the date it is due, **we** will have the right to cancel the policy as set out in the ‘Cancellation’ section of these General Conditions.

AvivaPlus

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

NMDMG14389 12/2018

