

Motoring in Europe Extension to Cover Terms and Conditions

You are now protected for motoring in Europe

This is your Motoring in Europe extension booklet. It refers to the additional cover you have purchased to supplement your main motor insurance policy. It explains what your additional cover protects you for and must be read in conjunction with the main policy document. Unless specified in this booklet, the terms of the full policy will also govern your additional cover.

Please refer to your schedule to see which cover applies to you. If you have also opted for European Breakdown which provides a breakdown and rescue service whilst driving in Europe, the whole of this booklet applies to you.

Your cancellation rights

Motoring in Europe:

Please refer to your motor insurance policy wording for full cancellation terms and conditions.

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Definitions

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

Specified vehicle

The vehicle(s) identified on **your** motor insurance policy schedule and any caravan or trailer which does not exceed a length including towbar of 7 metres, a height of 3 metres and a width of 2.25 metres.

You/your

For the purposes of this cover extension “you/your” describes those persons defined in your Aviva Motor Policy as either “persons insured” or “you/insured/policyholder”.

To qualify for this cover you must be **resident** in the **United Kingdom**.

We/us/our

Aviva UK Digital Ltd and/or Aviva Insurance Limited and any representative appointed by us to act on our behalf except for the European Breakdown section where this means RAC Insurance Limited. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Resident

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

Home

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

Journey

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

United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man.

Period of insurance

The period of time covered by this extension, as shown in **your** schedule, or until cancelled.

Each renewal represents the start of a new **period of insurance**.

Foreign Travel

What are you covered for?

Your motor policy cover is extended on the **specified vehicle** for the following countries, for the **period of insurance** indicated on **your** schedule.

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).

In the unlikely event that **you** are asked to provide proof of insurance abroad, **your** current Aviva motor insurance certificate should provide adequate evidence that **you** are meeting the legal requirements of the country **you** are visiting. The back of the certificate also explains this in French, German, Spanish and Italian.

You should carry **your** certificate of motor insurance for the **specified vehicle**, along with this booklet, with **you** at all times.

Please note that if **you** have chosen **our** Annual Foreign Travel option, **we** will cover the **specified vehicle** for a total period of no more than six months in any **period of insurance** and for 90 days at the most for any one single **journey**.

Cover will also apply while the **specified vehicle** is in transit (including loading and unloading) between any sea or air ports or railway stations within the territorial limits of the policy, provided that such travel is by a scheduled rail or air service or by any recognised sea passage.



What do you need to do in the event of an accident?

If **you** are unable to use the **specified vehicle** due to damage caused by motor accident, fire, theft or vandalism, call one of **our** English-speaking incident managers on (00 44) 160 360 3047 to obtain immediate assistance.

At the time of printing, callers from Finland may need to replace the '00' with a different access code. Please therefore check with the local operator before calling, or if **you** experience difficulties dialling from elsewhere.

What will we do to assist you?

When **you** call, **you** will be asked to provide the following details:

- Your** name.
- Policy number.
- Your** location and the telephone number from which **you** are calling.
- The **specified vehicle** make, registration number and colour.
- Your** credit card details if **you** require any additional services.

We will arrange for **you**, the **specified vehicle** and any passengers and baggage to be transported to **our** nearest approved repairer in the **United Kingdom**, and for repairs to be made to the **specified vehicle** (**we** shall not be liable for any ferry or toll charges).

We will pay any general average, salvage, sue and labour charges incurred during transportation of the **specified vehicle** by sea between countries within the territorial limits, provided that the **specified vehicle** is covered for loss or damage under **your** Aviva motor insurance policy.

We will also pay any Customs duty **you** may have to pay after temporarily importing the **specified vehicle** into any country within the territorial limits, provided that **your** liability arises as a direct result of an accident covered under **your** Aviva motor insurance policy.

Useful tips in the event of an accident

- If possible, take photographs of the scene of the accident and of the damage sustained by each vehicle.
- If the police become involved, make a note of the police station concerned.
- If repairs to the **specified vehicle** are only minor, **you** may arrange this without prior authority from **us**. However, **we** do rely on **you** in this situation to make sure that the charges are as reasonable as **you** would expect them to be if **you** were not insured.

Driver's checklist

Always carry the following items with **you** when motoring in Europe and never leave them in the **specified vehicle**:

- Passport with Visa if appropriate.
- Aviva certificate of motor insurance, policy schedule and policy booklet.
- Endorsement extending territorial limits of the policy.
- Driving licence.
- Vehicle Registration Document (V5) or Vehicle on Hire Certificate (VE103).
- A spare set of keys.
- Customs document (including Bills of Lading if carrying goods for business purposes) if appropriate.
- This booklet.

Please ensure you are aware of and comply with the current driving legislation in the countries you are intending to visit.



European Breakdown (optional cover)

Summary of cover

This cover only applies if it is shown on **your** schedule. It gives emergency assistance for the **specified vehicle** in the event of its breakdown, accident, fire or theft, or when the only qualified driver is unfit to drive. It applies in all the countries listed on page 2 of this booklet excluding South Cyprus and Iceland.

Please refer to **your** schedule for the limits under this section.

How do you get help?

If **you** are travelling in:

- the **United Kingdom** to or from port, call **us** on 0345 030 6925.
- any other country abroad, call **us** on (00 44) 160 360 3047.

At the time of printing, callers from Finland may need to replace the 00' with a different access code. Please therefore check with the local operator before calling, or if **you** experience difficulties dialling from elsewhere.

What will we do to help you in the United Kingdom?

- Roadside assistance in case of a breakdown, vandalism or road traffic accident when **you** are travelling to or from **your United Kingdom** departure point.
- Home** Start breakdown service if the **specified vehicle** will not start at **your home** address when **you** are about to leave for **your United Kingdom** departure point.
- If the **specified vehicle** cannot be repaired at the roadside or **home** address **we** will provide:
 - onward travel for the driver and up to four passengers to the departure point on the outward **journey**, or **your home** address on the return **journey** (the mode of travel will normally be by taxi or standard-class rail).
 - recovery of the **specified vehicle** to a local garage or **your home** address.

We will also pay the cost of self-drive hire car, including collision damage waiver and a replacement Green Card if necessary if:

- as a result of a road accident, fire or theft within seven days before **your** departure, the **specified vehicle** cannot be repaired or recovered (in the case of theft) in time for the **journey**. Please refer to **your** schedule for the limit under this section. This part of this section of cover is not applicable to motorcycle policies.

What will we do to help you abroad?

If **you** are travelling abroad and are stranded on a public highway through breakdown, road traffic accident or vandalism to the **specified vehicle**, **we** will arrange for a local breakdown service or garage to come out and try to repair the **specified vehicle**. Please refer to **your** schedule for the limits under this section. If the **specified vehicle** cannot be repaired immediately it will be taken to the nearest garage. In the event of a breakdown, **we** will pay a contribution towards labour charges if it's possible to repair the **specified vehicle** to enable **you** to continue **your journey** on the same day, or inspection fees to confirm the **specified vehicle** cannot be repaired by **your** return travel date.

We will not pay:

- the cost of any parts used for repairs to the **specified vehicle** at the roadside or at a garage.
- the cost of any repairs not directly necessary to enable the **specified vehicle** to continue the **journey** on the same day.
- any other costs other than those stated above.



If the Control Centre abroad confirms repairs to the **specified vehicle** will take more than 12 hours, if the **specified vehicle** is to be returned to the **United Kingdom**, or if the **specified vehicle** has been stolen and not recovered within 24 hours, **we** will pay for the following:

- Accommodation expenses for a room only (up to four days). Please refer to **your** schedule for the limits under this section. **You** will have to make **your** own hotel arrangements unless **you** are in France or Monaco in which case the Control Centre can help **you**.
- We** will arrange and pay for 14 days self-drive car hire including collision damage waiver, delivery charge and Green Card if needed, or **we** will pay for standard/second class rail, or both, so that **you** are able to continue **your journey** or return **home**. Any hired car cannot be brought into the **United Kingdom**. **We** will arrange for a second hire car for the **United Kingdom** part of **your journey**.

We will normally try to provide **you** with a hire vehicle equivalent to the **specified vehicle** but cannot guarantee this as there may not be one available. **We** are unable to hire motorised caravans, minibuses, motorcycles or cars with automatic gearboxes, towbars or roof racks. Vehicle hire is subject to the normal terms and conditions of the hiring company and **you** will be required to give **your** credit card details to cover a refundable deposit and extras.

- If the **specified vehicle** is stolen **you** must obtain a police report.

We will not pay for:

- the costs of any meals or any other hotel or extra costs.
- fuel and oil.
- personal insurance.
- the collection charge and any other costs with self-drive car hire other than those stated above.
- first class rail fares.

What other help do we give you?

Replacement driver

If a registered doctor declares the only qualified driver is medically unfit to drive, **we** will pay for the cost of a replacement driver to drive the **specified vehicle** and any passengers to **your** destination or **home**. This cover is not applicable to motorcycle policies.

We will not pay:

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

Vehicle break-in

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

This cover is not applicable to motorcycle policies.

Accidental damage to or loss of tent

If **you** are going camping but **your** tent is stolen, or accidentally damaged so that **you** cannot use it, **we** will pay the cost of tent hire (up to four days). Please refer to **your** schedule for the limits under this section.

We will not pay:

- the cost of meals or extra costs.
- for damage to **your** tent caused by weather conditions.

Urgent messages

If the **specified vehicle** cannot be moved as it has broken down, has been in an accident or fire or has been stolen, **we** will pay the cost of passing on an urgent message from **our** Control Centre to **your** relatives or close business colleague.

We will not pay:

- the cost of passing on a message through anyone other than **our** Control Centre.
- the cost of paying for a message to be passed on to anyone other than a relative or close business colleague.



Returning the specified vehicle to the United Kingdom

We will pay the costs of returning the **specified vehicle** and its contents by road transporter or goods train from garage to continental or Irish port, any cross-Channel shipping freight charges and delivery from the **United Kingdom** to **your home** or chosen repairer. If the vehicle is a 'write-off', **we** will also pay the cost of packing and freighting baggage, provided that **we** have not paid **you** an amount instead of returning the **specified vehicle home**.

We will not:

- be responsible for any contents which Customs do not allow **us** to bring back into the **United Kingdom**.

We will not pay:

- any additional cost.
- any costs if the event was not reported to **our** Control Centre.

Customs claims indemnity

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

We will not pay:

- any import duties which do not relate to the **specified vehicle**.

How can we help you when you return home?

Collection of your specified vehicle left abroad to be repaired

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

We will pay for the following:

- Standard/second class rail fare plus other public transport fares to the **specified vehicle**.
- Fuel costs for the **specified vehicle** from where it has been collected to **your home**.
- Single homeward cross-Channel ferry fare for the **specified vehicle** and one person.
- Single room only hotel accommodation if this is needed to complete the round trip. Please refer to **your** schedule for the limits under this section.

We will not pay:

- first class rail fares.
- the cost of any meals.
- costs for more than one person.
- any costs, other than those stated above.

Hire Car

If **you** are waiting for the **specified vehicle** to be returned from abroad under the terms of the extension, **we** will pay for self-drive car hire, including a collision-damage waiver. Please refer to **your** schedule for the limits under this section. (See condition 5 - Car Hire). This cover is not applicable to motorcycles.

We will not pay for:

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



Complaints procedure

The RAC are committed to providing **you** with the highest standard of service and customer care. However, there may be occasions when **you** feel **you** did not receive the standard of service **you** expected.

If **you** would like to complain about any aspect of the service the RAC have provided to **you** under this European Breakdown optional cover please contact them as set out below.

Please bring the complaint to the attention of RAC as soon as **you** can as this will assist them and **you** to resolve the complaint as quickly as possible.

If **you** are dissatisfied with any aspect of the European Breakdown services provided:

1. Call the RAC customer care number on:
0330 159 0337; or
2. Write to:
Breakdown Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol BS32 4QN; or
3. Email at:
Aviva@rac.co.uk

If **you** contact the RAC in writing, by calling or by email please provide **your** full name, contact telephone number, Aviva policy number and, where applicable, the **vehicle** registration number.

If **your** complaint is about anything else, please refer to **your** Aviva Motor Policy, for details of Aviva's complaints procedure.

Motoring Legal Expenses

Cover applies to **you** and **your** passengers travelling in the **specified vehicle** from the **United Kingdom**. It is available from the moment **you** leave **home** until **your** return, as long as this is within the period of insurance.

Cover also extends to accidents involving the **specified vehicle** on board a ferry, Eurotunnel, hovercraft, catamaran or motorail service.

This cover applies to the countries on page 2 for the **period of insurance** only.

We will pay for:

- advice and representation if **you** are prosecuted for a traffic offence (not involved in an accident).
- help in pursuing a claim against a third party who is responsible for a motoring accident involving personal injury, damage to the **specified vehicle** or belongings, medical treatment or loss of earnings.
- advice and negotiations with a garage over a disagreement about repairs to the **specified vehicle**.
- costs to travel abroad for a medical examination or a court hearing if this is necessary.

Please refer to **your** schedule for the limits under this section.

Special condition

If **you** want Aviva to defend **you** against any motoring offence abroad, **you** must not make any admission, offer, promise or payment without asking for **our** permission first.

We will not pay for:

- defence of claims made against **you** or one of **your** party.
- legal action for contractual and consumer disagreements.
- claims of £250 or less.
- claims against an insolvent defendant.
- hitchhikers or passengers who have not travelled from the **United Kingdom** or where there are more passengers than the **specified vehicle** is designed to carry.
- fines or costs relating to criminal prosecution.



How Motoring Legal Expenses works

At first **we** will deal with claims arising from motoring accidents by negotiation. If negotiations break down and **we** consider it is worth continuing with **your** claim, **we** will instruct a lawyer and start legal action. The fees of lawyers, court costs, expert witnesses and the registering cost of judgements and orders will be paid under the insurance.

We may stop legal assistance if **we** feel that **you** are not likely to succeed with **your** claim, or if a reasonable settlement has been reached. **You** may, at **your** expense, get the advice of a qualified local lawyer on how likely **your** case is to succeed. If the lawyer agrees that **your** case is worth pursuing, the claim will continue. If the lawyer agrees with **our** opinion, **we** will not give **you** any more legal advice, but **we** will pay half of the lawyer's fee for the legal opinion.

If **you** continue the claim by **yourself** and a court awards **you** judgement, **we** will refund:

- all **your** reasonable legal expenses in getting the judgement which are not returned as part of the settlement.
- the fee for the lawyer's opinion that **you** obtained earlier.

You do not have to purchase the Aviva Legal Expenses additional cover for the **United Kingdom** to benefit from the cover in this booklet.

This Legal Expenses cover is subject to the conditions and exclusions applicable to Legal Expenses cover (other than the restriction to territorial limits which is replaced as shown on page 2 of this booklet) as set out in the Aviva motor insurance policy booklet.

General Conditions

We will only provide the cover described in this booklet if **you** keep to the following terms and conditions.

1 You must:

- a. take all reasonable steps to prevent accident, injury, loss or damage.
- b. produce the Aviva certificate of motor insurance before making a claim.
- c. tell **us** in writing as soon as **you** can about any incident which may mean a claim under the extension.
- d. immediately send **us** every writ, summons, legal process or any other communication **you** receive which is in connection with the claim.
- e. give **us** all the relevant information, documents and assistance **we** require to enable any claim to be validated for **us** to achieve a settlement or pursue a recovery. These should be provided by the person who is seeking payment.

Below are some examples of what we may request. However, we may also ask for other information, documents and assistance relevant to your claim.

Information	Documents	Assistance
<ul style="list-style-type: none"><input type="checkbox"/> Details of third parties and witnesses<input type="checkbox"/> Statement of events relating to your claim<input type="checkbox"/> Sketch or photograph of the accident scene<input type="checkbox"/> Correspondence received from another party (including court papers)	<ul style="list-style-type: none"><input type="checkbox"/> Evidence of travel dates<input type="checkbox"/> Driving licence<input type="checkbox"/> Proof of identity and address<input type="checkbox"/> Vehicle documentation such as V5, MOT and proof of purchase<input type="checkbox"/> Receipts and invoices<input type="checkbox"/> Finance documents<input type="checkbox"/> Medical certificates<input type="checkbox"/> Details of household insurances	<ul style="list-style-type: none"><input type="checkbox"/> Attendance at court<input type="checkbox"/> Meetings with solicitors or us

- f. never discuss liability with anyone unless **we** agree first.

2 Vehicle condition

- a. The **specified vehicle** must be in good condition when **you** take out the policy and serviced in line with the manufacturer's recommendations.
- b. It is **your** responsibility to make sure that the **specified vehicle** meets all the legal rules and regulations of the countries in which **you** travel, particularly any weight limits. If **you** do not do so, **we** have the right to cancel all benefits and entitlements under this extension.



3 Record of expenses

We will not pay any costs unless claims are supported by original receipted bills.

4 Authority for repairing the specified vehicle or returning it to the United Kingdom

- a. If the **specified vehicle** cannot be driven because of an accident, fire, breakdown, break-in or theft, any damage which is covered under **your** motor insurance policy must be reported to **us** immediately. **We** will decide whether to authorise the repairs abroad or return the **specified vehicle** to the **United Kingdom**.
- b. If **you** do not have comprehensive motor insurance, it is **our** decision whether to return the **specified vehicle** to the **United Kingdom** or repair it abroad if it cannot be driven because of a breakdown, accident, fire or theft.
- c. **We** will not return the **specified vehicle** to the **United Kingdom** if the market value of the **specified vehicle** is less than the cost of getting it back to the **United Kingdom**.
We will pay the market value for the **specified vehicle** less any excesses applicable.
- d. If repairs to the **specified vehicle** have not been carried out to **your** satisfaction, please report this to **us** immediately.
- e. If the **specified vehicle** has to be returned to the **United Kingdom**, it and its contents will be covered for loss or damage while in transit.
- f. If the **specified vehicle** has to be returned to the **United Kingdom**, **we** will not be responsible for any contents which Customs do not allow **us** to bring back into the **United Kingdom**.

5 Car hire

We are not responsible for any delays in getting a hire car and cannot guarantee to provide a car in time for **you** to catch any pre-booked ferries. **You** may have to collect a hire car from the nearest available place yourself.

6 Spare parts despatch

Our agents will make every effort to deliver spare parts as soon as possible but there may be delays at weekends or bank holidays as some agents will be closed. Once **you** have asked for parts from **our** Control Centre, **you** are responsible for paying their full cost, even if **you** then get them locally. **We** and **our** agents cannot accept responsibility for manufacturers' or suppliers' mistakes, loss of or damage to parts in transit, or any delay in delivery. **You** will have to pay for parts when **you** receive them.

7 Claims

- a. Any claim made under this extension must be made no later than one month after **you** return to the **United Kingdom**.
- b. **We** may try to recover, in **your** name and for **our** own benefit, damages and costs covered under this extension. **You** must co-operate with **us** so **we** can deal with any claim.

8 Repaying costs

You may be liable to repay to **us** any costs which **you** are not entitled to under this extension.

You will also need to refer to the General Conditions in **your** Aviva motor insurance policy booklet.

General Exclusions

We are not responsible and cannot accept a claim for the following:

1. Any vehicle used for motor racing, rallies or other competitive events, or people taking part in these activities.
2. Costs which are not listed as benefits in this booklet.
3. Losses resulting from delays, acts or failures of someone other than **us**, for example, a garage, hotel, car hire company or carrier (when **we** instruct a garage, hotel, car hire company or other similar company, **we** do not accept liability for their acts or failures and it should not be interpreted that they are acting as agents for **us**).
4. Any claim resulting from **you** using a vehicle hired under the terms of European Breakdown cover.
5. Any claim caused directly or indirectly by the overloading of the **specified vehicle** (including a caravan or trailer).
6. Any claim as a result of vehicle breakdown due to:
 - running out of oil or water.
 - frost damage.



- rust or corrosion.
- tyres which are not roadworthy.

You will also need to refer to the General Exclusions in **your** Aviva motor insurance policy booklet.

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.





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